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Computer Intelligence <sup>2</sup> T.R.A. DOCKET ROOM

Information Technology Management  
Telecommunications Management Services  
Aviation Systems

PAID T.R.A.	
Chk #	<u>4420</u>
Amount	<u>25.00</u>
Rcvd By	<u>LR</u>
Date	<u>10-13-04</u>

**Georgia Office:**  
**Corporate Headquarters**  
200 Galleria Parkway, NW,  
Suite 1200  
Atlanta, GA 30339

**Washington Office:**  
CI<sup>2</sup> Aviation, Inc  
1225 "I" Street, NW, Suite 950  
Washington, DC 20005

October 8, 2004

Office of the Executive Secretary  
Tennessee Regulatory Authority  
460 James Robertson Pkwy  
Nashville, TN 37342-0505

DOCKET NO.
_____

Dear Sirs:

CI<sup>2</sup>, Inc. respectfully requests that the Tennessee Regulatory Authority grant it authority to provide competing local exchange telecommunications services within the State of Tennessee.

Please find enclosed 13 copies of the Company's application for Competing Local Exchange Carrier (CLEC) certification and its associated tariff. Find also enclosed a \$25.00 filing fee.

We look forward to doing business in your state. If there are any questions concerning this matter, feel free to call me at 770-425-2267.

Yours truly,

  
Beverly Jackson  
Manager of Regulatory Affairs

**BEFORE THE TENNESSEE REGULATORY AUTHORITY**

**IN THE MATTER OF THE APPLICATION  
OF CI<sup>2</sup>, INC. FOR A CERTIFICATE  
TO PROVIDE COMPETING LOCAL  
TELECOMMUNICATIONS SERVICES**

**APPLICATION FOR CERTIFICATE TO PROVIDE  
COMPETING LOCAL TELECOMMUNICATIONS SERVICES**

Pursuant to applicable Tennessee Statutes and the Rules and Regulations of the Tennessee Regulatory Authority and Section 253 of the Federal Telecommunications Act of 1996 ("Act"), CI<sup>2</sup>, Inc. ("CLEC1") respectfully requests that the Tennessee Regulatory Authority ("TRA") grant to CLEC1 authority to provide competing local telecommunications services, including exchange access telecommunications services, within the State of Tennessee. CLEC1 is willing and able to comply with all applicable rules and regulations in Tennessee pertaining to the provision of competing local telecommunications services. TCA 65-4-201

In support of its Applications, CLEC1 submits the following:

1. The full name and address of the Applicant is:

CI<sup>2</sup>, Inc.  
200 Galleria Pkwy, Suite 1200  
Atlanta, Georgia 30339  
770-425-2267

Questions regarding this application should be directed to:

Beverly Jackson  
Manager of Regulatory Affairs  
200 Galleria Pkwy, Suite 1200  
Atlanta, GA 30339  
Telephone: 770-425-2267 X 239  
Facsimile: 770-425-1338

Contact name and address at the Company is:

Sharon Mendon  
Chief Operating Officer  
200 Galleria Pkwy, Suite 1200  
Atlanta, GA 30339  
Telephone: 770-425-2267  
Facsimile: 770-425-1338

2. Organizational Chart of Corporate Structure: Include any pertinent acquisition or merger information.

See **Exhibit A**

3. Corporate information:

CI<sup>2</sup> was incorporated in the state of Georgia on February 7, 1995. A copy of CLEC1's Articles of Incorporation and amendments are provided in **Exhibit B**. A copy of CLEC1's Authority to transact business in the State of Tennessee is provided in **Exhibit C**. The names and addresses of the principal corporate officers are in **Exhibit D**. There are no officers in Tennessee. The biographies of the principle officers and other key technical staff are in **Exhibit E**.

4. CLEC1 possesses the managerial, technical, and financial ability to provide local telecommunications services in the State of Tennessee as demonstrated below:

A. Financial Qualifications:

In support of its financial qualifications, CI<sup>2</sup>, Inc. submits the year-end 2003 Balance Sheets in **Exhibit F**. CI<sup>2</sup>, Inc. is a diversified company, starting-up in telecommunications, of which local and long distance services are its principal lines of business. The Company's other lines of business will include VoIP utilizing the SIP protocol, and audio and video conferencing. Exhibit G summarizes the Company's past and current performances as a diversified company.

**Exhibit G** is a capital expenditure budget for 2004, 2005, and 2006 indicating type of equipment to be purchased, cost, and sources for funding of projected capital expenditures.

CLEC1's financials nor its projected financials reflect any revenues or expenses associated with reciprocal compensation

Irrevocable Letter of Credit is provided as **Exhibit H**.

B. Managerial Ability:

As shown in Exhibit E to this Application, CLEC1 has the managerial expertise to successfully operate a telecommunications enterprise in Tennessee. As described in the attached resume' information, CLEC1's management team has extensive management and business experience in telecommunications.

C. Technical Ability:

CLEC1 services will satisfy the minimum standards established by the TRA. The Company will file and maintain tariffs in the manner prescribed by the TRA and will meet minimum basic local standards, including quality of service and billing standards required of all LECs regulated by the TRA. Applicants will not require customers to purchase CPE, which cannot be used with the Incumbent Local Exchange Carrier's systems. As noted in the biographies Exhibit E of the principal officers, there is an officer with an engineering background and several years of telecommunications expertise. Thus, CLEC1 is certainly technically qualified to provide local exchange service in Tennessee.

5. Proposed Service Area:

CLEC1 is already authorized to provide telecommunications services as a switchless reseller in Tennessee. CLEC1 is authorized to provide services as a facilities-based CLEC in Alabama, Florida, Georgia, Kentucky, Louisiana, North Carolina, South Carolina, Mississippi (pending).

The applicant proposes to offer its services throughout the State of Tennessee utilizing UNE-P, DS0, collocation, and switches of partnership companies located in Nashville, Memphis, Knoxville, and Chattanooga. These areas are currently served by BellSouth and Sprint/United, which are designated open to competition. CLEC1 intends to offer this broad range telecommunications services through the use of its own facilities, resold facilities, and through a combination of these provisioning methods. CLEC1 anticipates a collocation of DSLAMS and other electronic equipment in the central offices of the ILECs.

6. Types of Local Exchange Services to be provided:

CLEC1 expects to offer a broad variety of local exchange services, primarily to business customers in Tennessee. CLEC1's initial line of local services will be comparable to that currently offered by the incumbent LECs. Initially, CLEC1 plans to offer basic access line service, PBX, ISDN and DID services, Optional Calling Features, Directory Assistance, Directory Services and Operator Services, as well as all services required under Chapter 1220-4-8-.04 (3) (6) and (2).

7. Repair and Maintenance:

CELC1 understands the importance of effective customer service for local service customers. CLEC1 has made arrangements for its customers to call the Company at its toll-free customer service 1-888-657-FAST (3278). In addition, customers may contact the company in writing at the headquarters address, as well as via email @ [bjackson@ci2.com](mailto:bjackson@ci2.com). The toll-free number will be printed on the customer's monthly billing statements. The contact person knowledgeable about providers operations is Sharon Mendon, Chief Operating Officer, reference (1.) above.

Granting of the Application will further the goals of the Tennessee Legislature and further the public interest by expanding the availability of competitive telecommunications services in the State of Tennessee. In addition, intrastate offering of these services is in the public interest because the services will provide Tennessee customers increased efficiencies and cost savings. Authorizing CELC1 to provide local exchange telecommunications services will enhance materially the telecommunications infrastructure in the State of Tennessee and will facilitate economic development.

In particular, the public will benefit both directly, through the use of the competitive service to be offered by CLEC1 and indirectly, because CLEC1's presence in Tennessee will increase the incentives for other telecommunications providers to operate more efficiently, offer more innovative services, reduce their prices, and improve their quality of service. Grant of this Application will further enhance the service options available to Tennessee citizens for the reasons set forth above.

8. Small and Minority-Owned Telecommunications Business Participation Plan: (65-5-121): **Exhibit I**

9. Toll Dialing Parity Plan: **Exhibit J**

10. Applicant will serve notice of this application to the eighteen (18) incumbent local exchange telephone companies in Tennessee with a statement regarding the company's intention of operating geographically. See **Exhibit K** for the list.

11. Numbering Issues: There are no numbering issues.

12. Tennessee Specific Operational Issues: There are no operational issues.

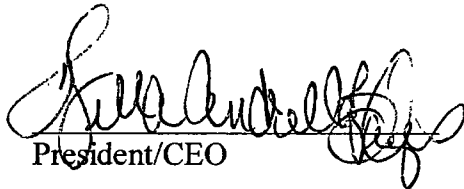
13. Miscellaneous:

- A. Sworn Pre-filed testimony: **Exhibit L**
- B. Applicant does not require customer deposits
- C. As of now CLEC1 has not been subject to complaints in any of the states in which we are doing business
- D. A copy of the tariff is enclosed

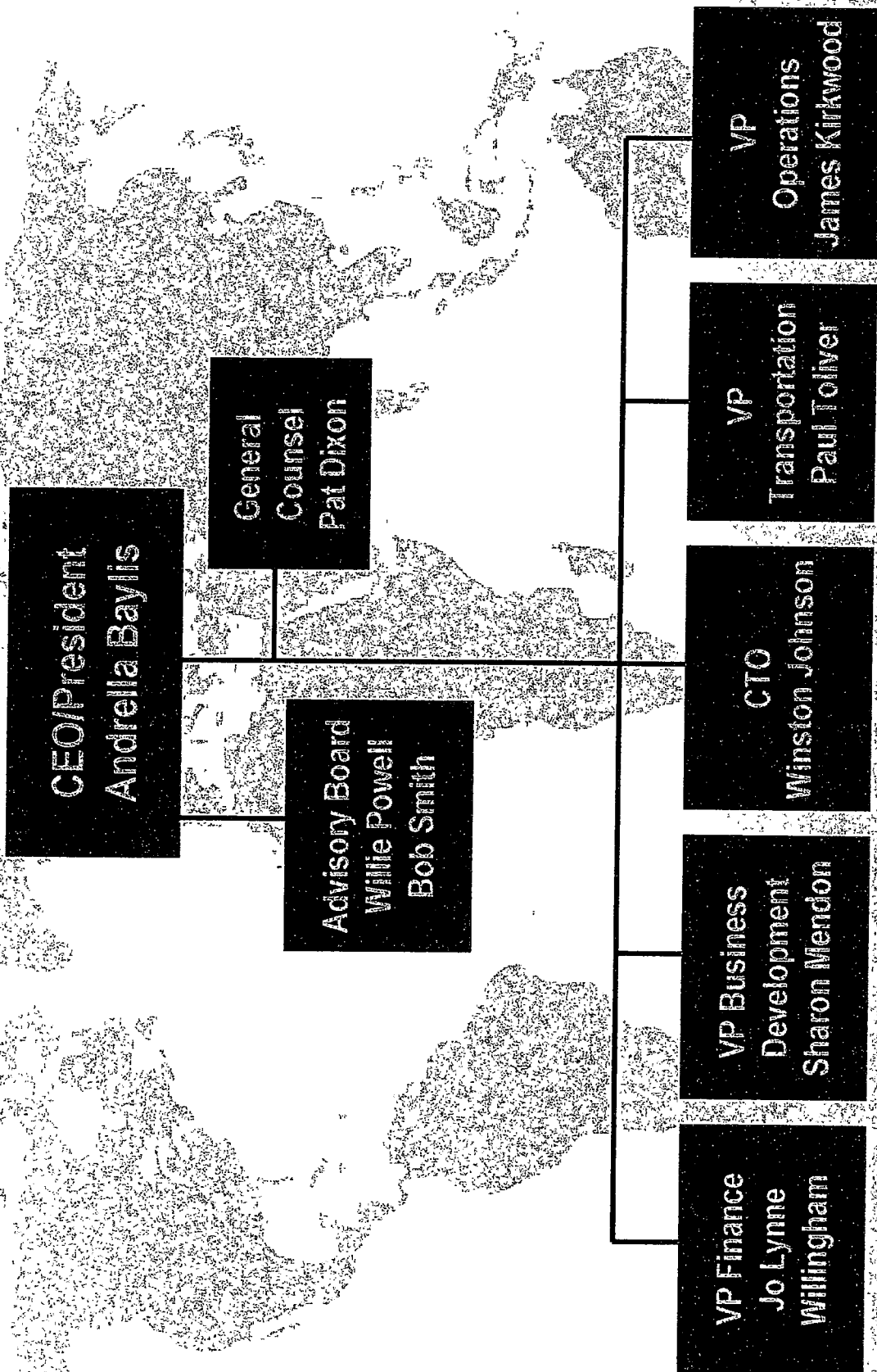
**CONCLUSION**

CLEC1 respectfully requests that the TRA enter an order granting it a certificate of convenience and necessity to operate as a competing telecommunications service provider and authority to provide a full range of local exchange services on a facilities-based and resale basis throughout the State of Tennessee in the service areas of BellSouth, GTE and Sprint, and any other ILEC that does not enjoy a rural exemption under Section 251(f) of the Telecommunications Act of 1996. For the reasons stated above, CLEC1's provision of these services would promote the public interest by providing high-quality service at competitive prices and by creating greater economic incentives for the development and improvement for all competing providers.

Respectfully submitted this 7 day of October, 2004

  
President/CEO

# CI<sup>2</sup>, INC. BUSINESS REPORTING STRUCTURE



# FINANCE

VP Finance  
Jo Lynne Willingham

Accounting  
Donna Blessitt  
Staff-Accountant  
(open)

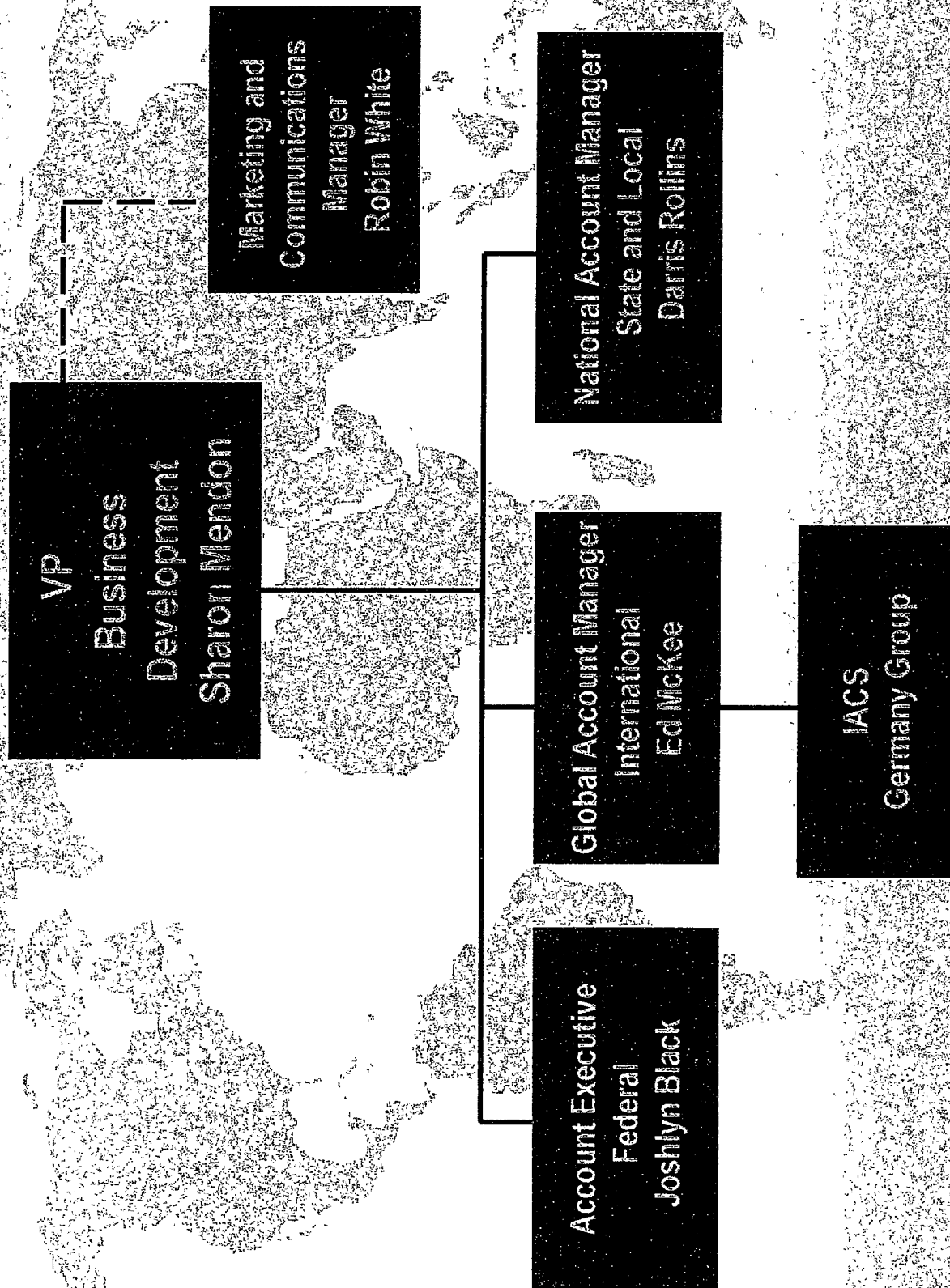
Finance/Payroll  
Debra Anthony

Purchasing  
(open)

Pricing  
(open)



# SALES / BUSINESS DEVELOPMENT



# TECHNOLOGY

CTO  
Winston Johnson

Project Manager  
& Provisioning  
Brett Austin  
Greta Collins  
Detrius McCall

System Engineering  
And Switch Operations  
Kevin Keese  
Pearl Anderson  
Jeff Bankston

ATM / IT / OSS  
Configuration Engineering

Voice, Data, IP, Video  
Engineering

Network Integration

Regulatory Engineering

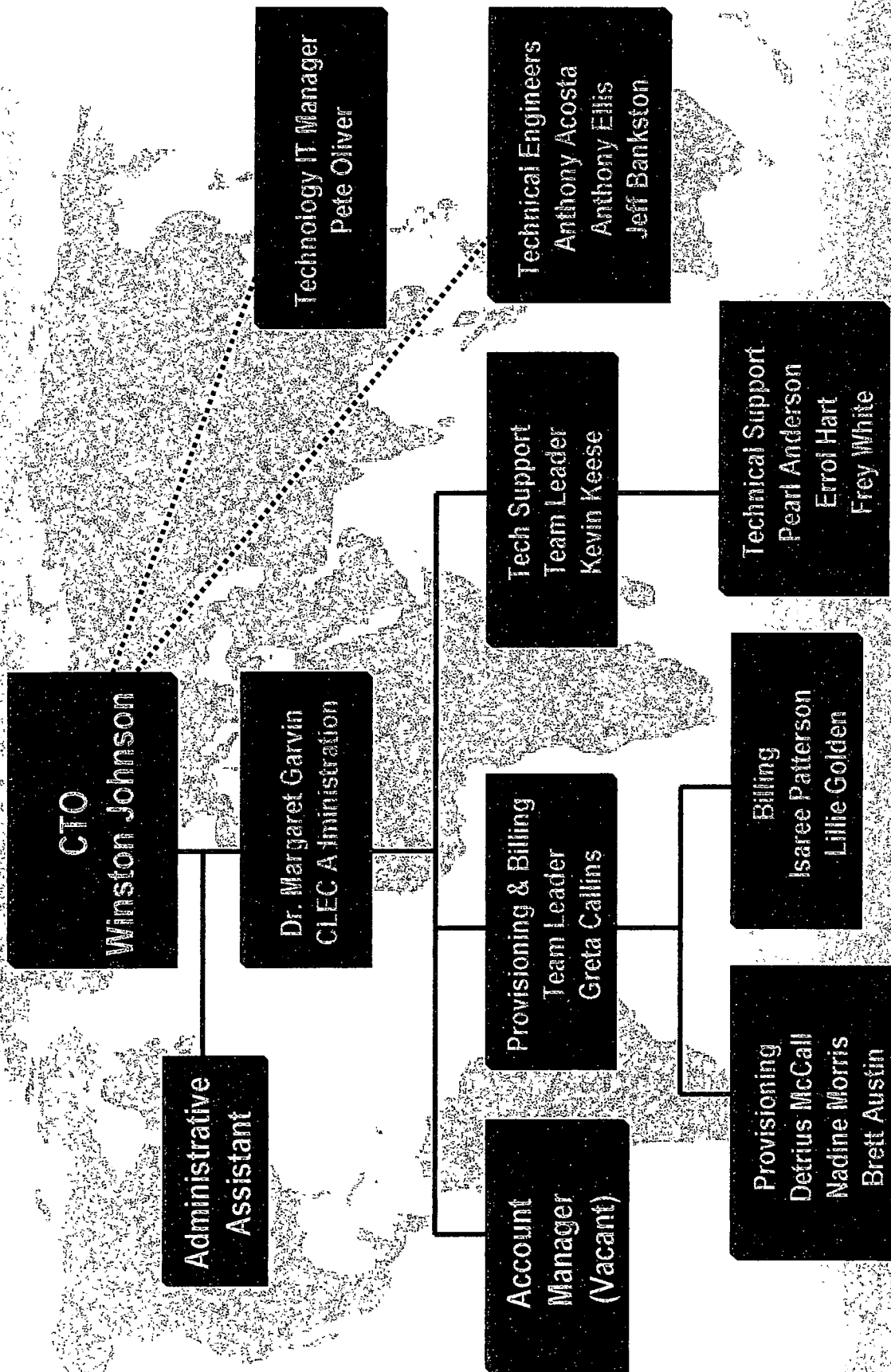
Optical Network Engineering

LEC Interconnection

Network Operations

LEC Network Operations

# TECHNOLOGY



# OPERATIONS

VP Operations  
James Kirkwood

Human  
Resources  
Caprice Truett

International  
Human Resources  
Wakeeta Rosser

Technology  
IT Manager  
Pete Oliver

Transportation

Customer  
Service

IACS  
Germany Group

# LEGAL

General Counsel  
Pat Dixon

Admin. Support  
Felicia Ruffin

CLEC  
Manager  
(open)

Regulatory  
Beverly Jackson

Contract Coordinator  
Janice Alfred

## EXHIBIT B

**Secretary of State**  
**Corporations Division**  
**315 West Tower**  
**#2 Martin Luther King, Jr. Dr.**  
**Atlanta, Georgia 30334-1530**

DOCKET NUMBER : 030080919  
CONTROL NUMBER : K504225  
DATE INC/AUTH/FILED: 02/07/1995  
JURISDICTION : GEORGIA  
PRINT DATE : 01/08/2003  
FORM NUMBER : 215

CI2, INC.  
ATTN: BEVERLY JACKSON  
200 GALLERIA PKWY., STE. 1200  
ATLANTA, GA 30339

### CERTIFIED COPY

I, Cathy Cox, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that the attached documents are true and correct copies of documents filed under the name of

**CI2, INC.**  
**A DOMESTIC PROFIT CORPORATION**

Said entity was formed in the jurisdiction set forth above and has filed in the Office of Secretary of State on the date set forth above its certificate of limited partnership, articles of incorporation, articles of association, articles of organization or application for certificate of authority to transact business in Georgia.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence of the existence or nonexistence of the facts stated herein.



Cathy Cox  
Secretary of State



# Secretary of State

Business Services and Regulation

Suite 315 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CONTROL NUMBER: 9504225  
EFFECTIVE DATE: 02/07/1995  
COUNTY : FULTON  
REFERENCE : 0069  
PRINT DATE : 02/07/1995  
FOPM NUMBER : 0311

ARRINGTON & HOLLOWELL, P.C.  
STANLEY E. FOSTER  
191 PEACHTREE STREET, NE, STE 3550  
ATLANTA, GA 30303

## CERTIFICATE OF INCORPORATION

I, MAX CLELAND, Secretary of State and the Corporation Commissioner of the State of Georgia, do hereby certify under the seal of my office that

CI2, INC.

has been duly incorporated under the laws of the State of Georgia on the effective date stated above by the filing of articles of incorporation in the office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.



*Max Cleland*

MAX CLELAND  
SECRETARY OF STATE

*Verley J. Spivey*

VERLEY J. SPIVEY  
DEPUTY SECRETARY OF STATE

SECURITIES  
656-2894

CEMETERIES  
656-3079

CORPORATIONS  
656-2817

CORPORATIONS HOT-LINE  
404-656-2222  
Outside Metro-Atlanta

ARTICLES OF INCORPORATION

OF

CI<sup>2</sup>, INC.

ARTICLE I.

NAME

The name of the corporation is CI<sup>2</sup>, INC. and is organized pursuant to the provisions of the Georgia Business Corporation Code.

ARTICLE II.

The mailing address of the Corporation is 843 Mary Ann Drive, Marietta, Georgia 30068.

ARTICLE III.

The corporation shall have perpetual duration.

ARTICLE IV.

The corporation is organized as a corporation for profit for any lawful purpose not specifically prohibited to corporations under the applicable laws of the State of Georgia, and any and all other activities desirable or necessary in the conduct and operation of the foregoing.

ARTICLE V.

AUTHORIZED SHARES

The corporation shall have authority to be exercised by the Board of Directors to issue not more than 100,000 shares of common voting stock with no par value.

ARTICLE VI.

PREEMPTIVE RIGHTS

Shareholders shall have the preemptive right to acquire



unissued shares of the Corporation.

#### ARTICLE VII.

##### RIGHT TO PURCHASE STOCK

The Corporation shall be entitled to purchase its own shares to the extent of unreserved and unrestricted earned and capital surplus available therefor.

#### ARTICLE VIII.

##### DISTRIBUTION OF ASSETS

The Corporation shall be entitled to distribute a portion of its assets to its shareholders to the extent of capital surplus therefor.

#### ARTICLE IX.

##### VOTING POWER

Pursuant to Section 14-2-112(d) of the Georgia Business Corporation Code, any action of the shareholders may be taken by the written consent of persons who would be entitled to vote at a meeting and whose shares have the voting power to cause not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote were present and voted.

#### ARTICLE X.

##### LIABILITY OF DIRECTORS

To the fullest extent permitted under the Georgia Business Corporation Code, as amended, no director of the Corporation shall be liable to the Corporation or its shareholders for monetary damages for breach of duty of care or other duty as a director; provided that this Article X shall not eliminate or limit the

Liability of a director:

- (i) for any appropriation, in violation of his duties, of any business opportunity of the corporation;
- (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;
- (iii) for the types of liability set forth in Section 14-2-154 of the Georgia Business Corporation Code; or
- (iv) for any transaction from which the director derived an improper personal benefit.

ARTICLE XI.

MINIMUM CAPITAL

The corporation shall not commence business until it shall have received at least Five Hundred Dollars (\$500.00) in payment for the issuance of shares of stock.

ARTICLE XII.

REGISTERED OFFICE AGENT

The address of the initial registered office of the corporation is 191 Peachtree Street, N.E., Suite 3550, Atlanta, Georgia 30303-1735 and the name of its initial registered agent at such address is Stanley E. Foster, Esquire.

ARTICLE XIII.

INITIAL BOARD OF DIRECTORS

The initial Board of Directors of the corporation shall consist of one (1) member as follows:

Andrella Baylis  
843 Mary Ann Drive  
Marietta, GA 30068

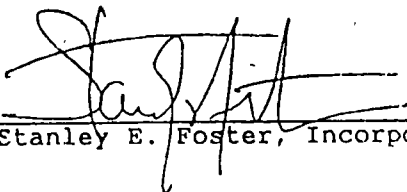
ARTICLE XIV

INCORPORATOR

The name and address of the Incorporator is:

Stanley E. Foster  
Arrington & Hollowell, P.C.  
191 Peachtree Street, Suite 3550  
Atlanta, GA 30303-1735

IN WITNESS WHEREOF, the undersigned executes these Articles of Incorporation.

  
\_\_\_\_\_  
Stanley E. Foster, Incorporator

Arrington & Hollowell, P.C.  
191 Peachtree Street, N.E.  
Suite 3550  
Atlanta, Georgia 30303-1735  
(404) 658-9900

SECRETARY OF STATE

FEB 7 1 34 PM '95

BSR (1)



MAY CLELAND  
Secretary of State  
State of Georgia

BUSINESS SERVICES AND REGULATION  
Suite 315 West Tower  
2 Martin Luther King Jr. Drive  
Atlanta, Georgia 30334-1530  
(404) 656-2817

F. GULLION  
Director

TRANSMITTAL INFORMATION FOR GEORGIA  
PROFIT OR NONPROFIT CORPORATIONS

DO NOT WRITE IN SHADED AREA - SOS USE ONLY

DOCKET #	950380718	PENDING CONTROL #	9098387	CONTROL #	9504225
Docket Code	311	Corporation Type	DP		
Date Filed	2/7/95	Amount Received \$	160.00	Check/Receipt #	
Jurisdiction (County) Code	60				
Examiner	69	Date Completed	2/7/95		

NOTICE TO APPLICANT: PRINT PLAINLY OR TYPE REMAINDER OF THIS FORM.  
INSTRUCTIONS ARE ON THE BACK OF THIS FORM.

950380716		
Corporate Name Reservation Number		
CI <sup>2</sup> , Inc.		
Corporate Name (exactly as appears on name reservation)		
Stanley E. Foster, Esq.	Arrington & Hollowell, P.C.	(404) 658-9900
Applicant/Attorney		Telephone Number
191 Peachtree Street, N.E.	Suite 3550	
Address		
Atlanta	GA	30303-1735
City	State	Zip Code

3. NOTICE: THIS FORM DOES NOT REPLACE THE ARTICLES OF INCORPORATION. MAIL OR DELIVER DOCUMENTS AND THE SECRETARY OF STATE FILING FEE TO THE ABOVE ADDRESS. DOCUMENTS SHOULD BE SUBMITTED IN THE FOLLOWING ORDER. (A COVER LETTER IS NOT REQUIRED.)

1. FORM 227 - TRANSMITTAL FORM (ATTACH SECRETARY OF STATE FILING FEE OF \$60.00 TO THIS FORM)
2. ORIGINAL ARTICLES OF INCORPORATION
3. ONE COPY OF ARTICLES OF INCORPORATION

I understand that the information on this form will be entered in the Secretary of State business registration database. I certify that a Notice of Intent to incorporate and a publishing fee of \$40.00 has been mailed or delivered to the authorized newspaper as required by law.

  
Authorized Signature

2/7/95  
Date

# EXHIBIT C

## Secretary of State

### Corporations Section

James K. Polk Building, Suite 1800

Nashville, Tennessee 37243-0306

DATE: 03/18/99

REQUEST NUMBER: 3647-1640

TELEPHONE CONTACT: (615) 741-2286

FILE DATE/TIME: 03/17/99 0916

EFFECTIVE DATE/TIME: 03/17/99 0916

CONTROL NUMBER: 0367776

TO:  
C12, INC.  
200 GALLERIA PKWY  
SUITE 1550  
ATLANTA, GA 30339

RE:  
C12, INC.  
APPLICATION FOR CERTIFICATE OF AUTHORITY -  
FOR PROFIT

WELCOME TO THE STATE OF TENNESSEE. THE ATTACHED CERTIFICATE OF AUTHORITY HAS BEEN FILED WITH AN EFFECTIVE DATE AS INDICATED ABOVE.

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF STATE ON OR BEFORE THE FIRST DATE OF THE FOURTH MONTH FOLLOWING THE CLOSE OF THE CORPORATION'S FISCAL YEAR. PLEASE PROVIDE THIS OFFICE WITH WRITTEN NOTIFICATION OF THE CORPORATION'S FISCAL YEAR. THIS OFFICE WILL MAIL THE REPORT DURING THE LAST MONTH OF SAID FISCAL YEAR TO THE CORPORATION AT THE ADDRESS OF ITS PRINCIPAL OFFICE OR TO A MAILING ADDRESS PROVIDED TO THIS OFFICE IN WRITING. FAILURE TO FILE THIS REPORT OR TO MAINTAIN A REGISTERED AGENT AND OFFICE WILL SUBJECT THE CORPORATION TO ADMINISTRATIVE REVOCATION OF ITS CERTIFICATE OF AUTHORITY.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE.

FOR: APPLICATION FOR CERTIFICATE OF AUTHORITY -  
FOR PROFIT

ON DATE: 03/17/99

FROM:  
C12 INCORPORATED  
200 GALLERIA PKWY  
SUITE 1550  
ATLANTA, GA 30339-0000

RECEIVED: FEES \$600.00 \$0.00

TOTAL PAYMENT RECEIVED: \$600.00

RECEIPT NUMBER: 00002456470  
ACCOUNT NUMBER: 00307041



*Riley C. Darnell*

RILEY C. DARNELL  
SECRETARY OF STATE

## APPLICATION FOR CERTIFICATE OF AUTHORITY FOR

**FILED**  
 RECEIVED  
 STATE OF TENNESSEE  
 99 MAR 17 AM 9:16  
 RILEY DARNELL  
 SECRETARY OF STATE

To the Secretary of State of the State of Tennessee:

Pursuant to the provisions of Section 48-25-103 of the Tennessee Business Corporation Act, the undersigned corporation hereby applies for a certificate of authority to transact business in the State of Tennessee, and for that purpose sets forth:

1. The name of the corporation is CCI2, INC.

If different, the name under which the certificate of authority is to be obtained is \_\_\_\_\_

[NOTE: The Secretary of State of the State of Tennessee may not issue a certificate of authority to a foreign corporation for profit if its name does not comply with the requirements of Section 48-14-101 of the Tennessee Business Corporation Act. If obtaining a certificate of authority under an assumed corporate name, an application must be filed pursuant to Section 48-14-101(d) with an additional \$20.00 fee.]

2. The state or country under whose law it is incorporated is GEORGIA

3. The date of its incorporation is February 5, 1995 (must be month, day, and year), and the period of duration, if other than perpetual, is \_\_\_\_\_

4. The complete street address (including zip code) of its principal office is

200 Galleria Parkway, Suite 1550, Atlanta, Georgia 30339

Street	City	State/Country	Zip Code

5. The complete street address (including the county and the zip code) of its registered office in Tennessee and the name of its registered agent is

530 Gay St., Knoxville, TN-Knox County 37902

Street	City	County	Zip Code
<u>C T Corporation System</u>			

Registered Agent

6. The names and complete business addresses (including zip code) of its current officers are: (Attach separate sheet if necessary.)

<u>Andrella Baylis - CEO/CFO</u>	<u>Sharon Mendon - Vice President</u>
<u>200 Galleria Parkway, Ste 1550</u>	<u>200 Galleria Parkway, Ste 1550</u>
<u>Atlanta, GA 30339</u>	<u>Atlanta, GA 30339</u>

7. The names and complete business addresses (including zip code) of its current board of directors are: (Attach separate sheet if necessary.)

Andrella Baylis, President  
Ann Fannin, Secretary  
Mary Kilbrew, Asst. Secretary Address same as above.

8. If the corporation commenced doing business in Tennessee prior to the approval of this application, the date of commencement (month, day and year) Not applicable

9. The corporation is a corporation for profit.

10. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date/time is

\_\_\_\_\_, 19\_\_\_\_ (date), \_\_\_\_\_ (time)

[NOTE: A delayed effective date shall not be later than the 90th day after the date this document is filed by the Secretary of State.]



## CORPORATE OFFICERS FOR 2004

Name	Title
W. Andrella Baylis	President/CEO
Sharon Mendon	COO/VP of Business Development
Mary Killerbrew	Secretary
Debra Anthony	Assistant Secretary
James Kirkwood	VP of Operations
JoLynne Willingham	VP of Finance
Winston Johnson	Chief Technical Officer
Pat D. Dixon, Jr.	General Counsel

## CP, INC. CURRENT BOARD OF DIRECTORS

Name	Position	Term of Office	Home Address	Home Phone	% Owned	% Shareholder
W. Andrella Baylis	Chairwoman	12/31/03	8315 Jett Ferry Road, Atlanta, GA. 30350	404-557-5237	100%	100%
Mary Killerbrew	Secretary/Member	12/31/03	8315 Jett Ferry Road Atlanta, GA. 30350	404-213-0131	0%	0%
Sharon Mendon	Board member	12/31/03	765 Winnmark Court Roswell, GA 30067	770-640-9940	0%	0%
<del>Sharon J. O'Neil</del> <del>Michael Paris</del>	<del>Board member</del> <del>Proxy Vote for Mr. O'Neil</del>	<del>12/31/03</del>	<del>7 London Place</del> <del>Concord, NH 03301</del>	<del>603-873-1000</del> <del>(business)</del>	0%	0%



## EXHIBIT E

# Andrella Baylis

*President & CEO*  
**CI², Inc.**



**200 Galleria Parkway, Suite 1200, Atlanta, Georgia 30339**  
**(770) 425-2267 (Voice) (770) 956-8064 (Facsimile)**

### **Profile**

Andrella Baylis is President and CEO of CI², Inc. and Chairman of CI², Aviation Inc. Born and raised in Nashville, Tennessee, Ms. Baylis has devoted her career to the information technology industry and has over 20 years of comprehensive senior level management experience in Marketing, Sales and Computer Technology. Ms. Baylis holds a B.S. in Business Administration from Tennessee State University and an MBA in Finance from Roosevelt University in Chicago.

Ms. Baylis serves as a Board Member for the Georgia Regional Transportation Authority (GRTA), Co-Chair of the nominating committee for the Conference of Minority Transportation Officials (COMTO) and Atlanta Metropolitan Technical Institute. Ms. Baylis also is a member of the National Minority Supplier Development Council (NMSDC), which has more than 3,500 corporations among its membership. She was appointed as a Board member to the Dekalb County Pension Board that manages a billion dollar pension budget for Dekalb County and was recently appointed as an Honorary Chairman of the Business Advisory Council in Georgia.

Ms. Baylis is the driving force of CI², Inc. which is a dynamic technology and telecommunications solution provider specializing in full service systems engineering, integration and convergent solutions. Founded in 1993, CI² is a minority and woman-owned corporation certified under the Small Business Administration (SBA) 8(a) program through 2004. Ms. Baylis's current responsibilities are to develop strategic goals, operating plans and policies, corporate objectives, both short and long-range to assure attainment of corporate capabilities.



## **Corporate Overview**

In the past nine years, CI<sup>2</sup> has grown from a \$1.2 million company to an over \$30 Million Corporation in 2002. Today, the company has a successful performance record and approximately 206 employees. CI<sup>2</sup> is headquartered in Atlanta, Georgia, with offices in Los Angeles California, Seattle, Manheim, Germany, and Washington D.C.

The company has teamed with leaders and innovators in the computer technology and telecommunications field to provide everything from concept, design, and implementation, to maintenance and support of numerous technology solutions. CI<sup>2</sup> has worked to develop an ever-expanding capacity to provide state of the art telecommunications systems design, hardware, software, and management services to our customers

Since inception, CI<sup>2</sup> has focused on advanced telecommunications technologies and projects in the federal government. Since the passage of the Telecommunications Deregulation Act of 1996, an entirely new service provider and consumer landscape has emerged for integrated voice, video, and data services. CI<sup>2</sup> is a Competitive Local Exchange Carrier (CLEC) in 39 states. CI<sup>2</sup> is an experienced and innovative provider of cost effective care and billing solutions of the telecommunications industries for the federal, state, local, and commercial clients. CI<sup>2</sup> has also evolved into a highly diversified telecommunications consulting and service firm.

Our extensive partnerships with giants in the telecommunications industry allow CI<sup>2</sup> to perform as a world class, cost effective, single source of the most complex of local and national telecommunications systems. CI<sup>2</sup> offers a complete line of high speed Internet and Intranet connectivity solutions and can deliver the industries highest speeds of telephone and Internet access and transmission, using countless environmental settings.

In addition to telecommunications and information technology, CI<sup>2</sup> 's Aviation company holds a subcontract with the Federal Aviation Administration (FAA) to provide air traffic control tower operation and support in 14 airports with 81 employees.

## Corporate Overview cont'd

### **TECHNICAL EXPERTISE AND EXPERIENCE**

CI<sup>2</sup>, Inc., is paving its way into the 21<sup>st</sup> Century as a dynamic technology solution provider and is able to offer a diverse assortment of technical services ranging from training and Help Desk support to integration and maintenance. Through this program, CI<sup>2</sup>, Inc., is committed to becoming a recognized provider of high bandwidth networks and multi-media technology applications. Below is a partial list of available services:

#### **Internet**

From web page design to development of custom electronic mail solutions, CI<sup>2</sup> offers complete Internet services. As an ISP for commercial high bandwidth, the company can deliver secure and cost effective.

#### **Connectivity**

CI<sup>2</sup>, Inc., is accomplished in providing stand-alone and LAN -based PC workstations across platforms with concurrent access to multiple host computers and mid-range systems. Using off-the-shelf as well as customized high performance asynchronous and synchronous protocol devices, (bridges, routers, communications servers), CI<sup>2</sup>, Inc., has become a leader in providing advanced solutions for micro-to-mainframe, micro-to-mini and LAN-to-LAN communications.

#### **Network Services**

As a Microsoft Certified Solution Provide and Novell Authorized Partner, CI<sup>2</sup>, Inc., has become a trusted business partner with a reputation for delivering high performance solutions that work. From concept through implementation, CI<sup>2</sup>, Inc., works closely with technology decision makers to design, integrate, install, service and support local wide area networks. Experienced in configuration and installation of Novell and Windows NT networks, the company is also proficient in design and installation of cross platform networking using DOS, OS/2, Windows and UNIX.

#### **Network Management**

CI<sup>2</sup>, Inc., is known for superior network management services providing both preventive and around the clock on site and remote maintenance response. This ensures timely resolution of problems and maximum up time of LAN's.

#### **System Security**

CI<sup>2</sup>, Inc., is fully equipped to use smart card technology and sophisticated programming to provide protection against fraud, espionage, theft, unlawful entry, and related crimes against desktop, laptop and networked computer systems.

# Sharon Mendon

## Experience CI2 Inc. Atlanta, GA

2001 -Present

### Chief Operations Officer

- Responsible for creating, managing and leveraging strategic alliances within the telecommunications and IT industry. Such strategies have allowed CI2 to increase its revenue and competitive advantage.
- Responsible for domestic and International expansions in the IT and Telecom arena. Developed CI2 Europe, which has resulted in growth in excess of 200% over the past 2 years
- Was Instrumental in the successful implementation of CI2's strategic plan within the CLEC Market where CI2 has successfully become a CLEC In forty-plus states
- Demonstrated utilizing strategic alliances and a strong product mix to provide cutting edge technology and a support-focused company that continues to show~positive growth in an extremely volatile market

1998-2001

### VP of Operations

- Negotiated strategic relations with key vendors, suppliers and customers, such as AT&T, Williams Telecommunications, Shared Technologies, Level 3, Dell Computers, Micron Computers, Qwest and a multitude of DOD customers. ,
- Experienced project manager for many of the IT Federal Contracts such as Defense Modeling & Simulation Office (DMSO), Veterans Administration and HO 11th Aviation Regiment Department of the Army (Germany).
- Utilizing managerial experience which transverses both National and International market in the federal and commercial arenas. Was instrumental in the start up and development of the CI2 nationwide CLEC strategic plan.

1996 - 1998

### Program -Operations Manager

- Served as program manager to multiple federal contracts .Managed 10ml P&L budget
- Acted as Customer interface and manager for Defense Modeling & Simulation and Veterans Administration.
- Managed to complete both projects ahead of schedule and under budget
- Managed 15 techs during VA's pilot migration to Exchange
- Oversaw budget, architecture design, Implementation, training and support for a 250,000 nation-wide desktop deployment
- Implemented a program management plan utilizing the expertise from multiple organizations

1993 – 1995

### Project Manager & Contract Specialist

- Negotiated key teaming agreements with BTG, UU-Net, World Com, and others to provide CI<sup>2</sup> with the necessary capabilities
- Acquired targeted contract vehicles, schedules and the like to strategically position the company as a front runner in the IT arena
- Serviced as the company's specialist with federal contracting matters

## Education

Austin Peay - Clarksville, TN - B.B.A., Bachelor of Business Administration – Marketing Major (1982 – 1986)

# **Winston Johnson**

## **Chief Technical Officer**

### **CI<sup>2</sup> Inc.**

Winston Johnson comes to CI<sup>2</sup> Inc. with over 30 years in the telecommunication industry. He brings a wealth of knowledge and under his leadership and vision at Winsonic, Mr. Johnson who started in the music, computer science, and communications industries in the 1970s, pioneered technological innovations in music, computer and sound engineering. The WinSonic Process, a digital compression technology that produces a superior sounding product, has been used to enable record and film companies to record and distribute high-end voice, data, text, audio and video files throughout the world. Mr. Johnson is Chairman of Winsonic Media and Entertainment (MEDE) and Winsonic Digital Cable Systems Network. He is the co-founder and Technology Group Chairman of Entertainment Industry Broadband Initiative. Mr. Johnson is also Co-founder of UBNetworks, a competitive local exchange carrier and national backbone provider that he helped to take public in 2000.

In 1994 and 1995, Mr. Johnson and WDCSN coordinated and integrated the very first video telephone and video e-mail "store and forward" application. This application was based on a Pacific Bell ATM Network, in partnership with Pacific Telesis Corporation and the Whittaker Corporation. This project resulted in one of the first successful video telephone applications on a worldwide basis on July 28, 1995. Mr. Johnson worked with the state of Florida, New York, D.C., Georgia, Texas, Illinois, California and City of Los Angeles Business Improvement District Programs (BID) to create a "Smart Network" for the Hollywood Entertainment District. He has also worked with other City of Los Angeles projects such as CRA, Cultural Crescent, Watts WAN, DWP, EDA, SLEDS, the Department of Commerce, and the Department of Defense.

Mr. Johnson demonstrated a proven track record as a pioneer and innovator in design and implementation of high-speed telecommunications networks. He developed a number of technological innovations for technology partners such as Armour Data, NASA, Visutel, Netcom Solutions International, JPL, NTC Pacific Bell, SBC, Wilshire Connection, and BLEC providers of high-speed Internet access products and integrated communications providers (ICP). These include data and voice DSL services in the framework of a facilities-based Competitive Local Exchange Carrier (CLEC). These and other strategic alliances have enabled Mr. Johnson to design, build and test high-speed video, data, audio, and voice operations in many U.S. markets in order to build a backbone network that includes fiber routes, collocation and interconnection facilities with the Regional Bell Operating Companies (RBOC or ILEC) and private industry.

Mr. Johnson has also provided various consulting services such as production, programming, audio consulting, state-of-the-art engineering, digital services, and telecommunication services for film, television and recording clients such as SBK, Motown, Sony, MCA, Polygram, Warner Bros., EMI, Arista, A&M Records, Disney, and FOX, just to name a few.

## **PAT D. DIXON, JR.**

### **PROFESSIONAL EXPERIENCE:**

- Mr. Dixon currently serves as General Counsel to Computer Intelligence Squared, Inc. (CI<sup>2</sup>); provider of Information Technology Services, Telecommunications Services, Aviation Systems Contracts Management, and Transportation Management Services in the government arena. As General Counsel, he serves as Chief Legal Counsel to the Corporation. He advises and represents the Corporation in regard to a myriad of legal areas, including Telecommunications Law, Government Procurement, Employment Law, UCC and Contract Law, Intellectual Property Matters, Corporate, Governance, and any litigation involving CI<sup>2</sup>.
- Prior to accepting the position of General Counsel of CF, he was in the private practice of law for nearly nineteen (19) years. His area of concentration was civil litigation. Overall, he is approaching twenty-five (25) years of experience in the practice of law. He also served a Judge Pro Hac Vice in the City Court of Atlanta and as a Special Master for the Superior Court of Fulton County.
- He started his legal career in 1978 in the General Counsel's Office of the U.S. Nuclear Regulatory Commission (NRC) in Washington, DC. His job duties at the General Counsel's Office included giving policy, legal, and legislative advice to the Commission and handling litigation involving NRC.

### **PROFESSIONAL CERTIFICATIONS& AFFILIATIONS:**

Mr. Dixon has been a member of the State Bar of Georgia since 1978. He is admitted to practice in all Courts in the state of Georgia and several Federal Courts. He is a member of the Gate City Bar Association and held membership in the American Bar Association; and the Georgia Trial Lawyers Association.

### **EDUCATION:**

Pat D. Dixon, Jr. earned a B.S. Degree from Tennessee State University in 1974 and a J.D. Degree from Howard University School of Law in 1978. In law school he served as president of the Student Bar Association while also serving on the Editorial Board of the *Howard Law Journal*.

**JAMES E. KIRKWOOD**  
**3721 Crossvale Road**  
**Lithonia, GA 30038**  
**(770) 981-6725 or (404) 464-9149**

**EXPERIENCE:**

**2/2000 – Present**

**Consultant, Digicon Corp (U.S. Army Reserves CIO Planning)**

- Responsible for the development of strategy plans, IT strategy plans, implementation plans and other investment management documents and procedures in support of short and long range goals.
- Serves as lead on the documentation of the system, technical and operational architecture and investment management projects.
- Conduct network simulations.

**11/1998 – 2/2000**

**Associate CIO, Development (USAR)**

- Responsible for the development of plans and procedures for all aspects of the CIO organization. Resulted in the organization standing up one-year sooner than planned.
- Serves as the **Program Manager** for the development of the USAR Wide Area Network incorporating voice, data, and video.
- Project includes developing all telecommunication policies and procedures.
- Results are an overall cost avoidance of \$11 million.

**5/1996 – 2/2000**

**Requirements Officer (USAR)**

- Served as the senior USAR representative on the Reserve Component Automation System (RCAS) Customer Focus Team (\$806 mill dollar program) responsible for ensuring that functional requirements are integrated into system design and software development.
- Instrumental in establishing software-teaming effort that lead to the incorporation of three-legacy software into one. Effort resulted in a cost avoidance and allowed the reprogramming of software development dollars.
- Developed a strategy to field hardware, this allowed for the implementation of applications two years earlier.

**6/1995 – 5/1996**

**Automation Officer, (USAR)**

- Responsible for microcomputer hardware requirement development and software integration support.
- Served as team leader for the installation of ten Local Area Networks, which supported the automated personnel, and pay system for the USAR. Project enabled the USAR to reduce person-hours and increase productivity by 30%.

**1/1992 – 6/1995**

**Director Information Services (USAR)**

- Responsible for the information management areas of automation, telecommunications, audiovisual and Communication Security for an USAR Command with over 119 subordinate units located in eight states.
- Developed procedures to reduce the administrative burden of paying 46 telephone bills to 13.
- Instituted a system to provide maintenance for 400 computers over an eight-state area that reduced down time by 50%.
- Purchased over 2,000 computers to allow the use of a standard platform as a method to standardize configuration.

- Managed and annual budget of 1.5 million dollars.

**1/1972 – 1/1992**

***James E. Kirkwood***

***Cont'd***

**Various positions furnished upon request.**

### **EDUCATION:**

**BS in Mathematics, with emphasize in Business Administration, Prairie View A&G University, 1971**

**MBA, Texas Southern University, 1981**

**Graduate Studies in Computer Science, University of Dayton, 1992**

**Army Systems Automation Course, 1991; Systems Acquisition Management Course, 1997;  
Intermediate Systems Acquisition Course, 1997; Intermediate Information Systems Acquisition  
Course, 1998; Advance Information System Acquisition Course, 1998, Chief Information officer  
Certification Course, 2000**

### **CERTIFICATION:**

**Network Administrator for Novell 3.1x**

**Program Management, U.S. Government (Level Two)**

**Communication-Computer Systems, U.S. Government (Level Three)**

**CIO Certification**

# Pete Oliver

## Certification:

- Project Management Professional (PMP)
- Cisco IP Telephony Operations Specialist
- Cisco Certified Network and Design Associate (CCNA/CCDA)
- Microsoft Certified Systems Engineer (MCSE)
- Microsoft Certified Solution Developer (MCSD) – (*Inactive*)
- Certified Lotus Notes Specialist (CLS R4 System Administration)
- Novell Master/Enterprise CNE - Infrastructure and Advanced Access (also CNE3 and CNE4)

## Employment:

*CI Squared, Inc.* Atlanta, GA (4/97 - Present)

### Information Technology Director (10/99 – Present)

- Designed a full-scale IT operation for a startup CLEC (national).
- Built and managed a team of developers and network support staff for in-house and on-site support.

### Systems and Design Engineer (10/98 – 10/99)

- Built a Service Order and Trouble ticketing Client/Server application using VB/SQL/ADO/ASP.
- Built a Client/Server Data Entry application for 25 keypunch operators with VB6/SQL7.
- Designed and built the Process for consolidating monthly billing detail from over 40 ILEC's using SQL Server 7.0. This is a volume of over 1M new records each month.
- Built an accessible SQL Server database of all Telecommunications Services, Features and Equipment for a major branch of the federal government.

### LAN Engineer for VA Regional HQ in Atlanta (2/98 – 10/98)

Designed and documented an NT network running TCP/IP, including WINS, Exchange and RAS/ISDN support across 5 servers. This included all aspects of the hardware configuration (including clustering) and NOS

### Visual Basic / SQL Server Developer (10/97 - 6/98)

- Designed VB5 accounting and workflow package with SQL Server 6.5 back-end.
- Designed CI<sup>2</sup> Travel Services VB5/SQL6.5 tracking and reservation system.

### Systems Engineer and Trainer (4/97 – 10/97)

Participated in the largest Exchange rollout of (275,000 desktops at the Veterans Administration) to that date, including WINS/DNS installation and on-going project design. Conducted Microsoft Outlook training classes for end-users and Exchange Server classes for VA network administrators.



***Compass Management & Leasing (ERE) Atlanta, GA (2/95 - 4/97) IS Technical Services Manager***

- Responsible for managing and supporting seven Systems Administrators and the complete operation of an enterprise Token Ring network with 21 servers and over 300 end users. This also included managing new LAN installations, including WAN connectivity, cabling and hubs along with budgeting and personnel hiring.
- Designed and implemented the following projects:
  - Company-wide Lotus Notes 4.0 rollout and administration (6 servers).
  - Global migration from Novell 3/4x to NT Server for LAN users.
  - SQL Server 6.0 installation, administration and design.
  - Global conversion from MS-Mail to Exchange (including the Outlook client).
  - ISDN Internet e-mail gateway - including router configuration.
  - Created the company's Web page and coordinated the Web site.

***Phoenix Systems, Inc., Atlanta, GA (3/93 - 12/94) LAN Administrator/Technician; Visual Basic Developer***

- Responsible for all aspects of the management and operation of a 40-user 10BASE2/10BASET network with three servers running Novell Netware 3.12, 4.01 and NT 3.5, including multi-protocol administration and engineering.
- Developed and maintained several Visual Basic applications, one of which eliminated a clerical position within the company. Also developed Phoenix commercial software module using IQ Report Writer and SQL.
- Trained support personnel on new products and designed user manuals for Phoenix and OEM third-party software.

***National Network Communications, Inc., Atlanta, GA (4/88 -1/93) Manager in charge of Communications and Database Administration (7/90-1/93); Database Administrator (1/89-7/90), Account Rep. (4/88-1/89)***

- Managed database conversion and extraction projects in a variety of languages including SQL. Developed C++ and Basic programs for in-house routines, including Mainframe to PC data transfer.
- Managed two computer operators, one CS representative and overall workflow.

## **Education:**

***University of Georgia 9/83 - 12/87 BA Political Science / Philosophy w/ Honors***

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Phone/Fax 770-736-8028  
Cell 678-478-6902  
E-mail anthony.acosta@acostatech.com

# Lionel A. Acosta

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## **Background Summary**

Experienced sales & technical support manager with expertise in planning, organizing, leading and controlling the use of organizational resources to achieve high performance results.  
CCNA Certified (Cisco ID: CSC010512922)

## **Employment**

Dec 2001 – Current Acosta Technologies, LLC Atlanta, GA

### **Owner/Operator**

Owner/Operator of an Atlanta-based networking services company. ATLLC focuses on providing business and residential clients with world-class network & desktop support through a network of highly skilled independent IT professionals. Services include DSL Installation, Network Consulting, Network Design, Network Implementation, Network Support, Network Security, Cabling, Desktop Support, Desktop Audit/Compliance Monitoring, Anti-virus removal & protection, etc..

Sept 2000 – Dec 2001 BellSouth Billing, Inc. Atlanta, GA

### **Customer Account Manager, New Business Ventures**

Responsible for the successful development and implementation of a business case to pursue external billing business on behalf of BellSouth Billing, Inc.. New Business Ventures is a newly formed organization within BBI positioned to launch services during 1<sup>st</sup> quarter 2001.

March 2000 – Sept 2000 BellSouth Billing, Inc. Atlanta, GA

### **Customer Account Manager, Affiliate Billing**

Managed the customer relationship between BellSouth Billing, Inc. and BellSouth Affiliates (BMI, BSCC, BEI, BCS, MNS, and .Net)

Responsibilities included:

- Providing leadership and direction to Affiliate Billing CAM Team
- Negotiating with customer to secure funding for billing work
- Providing customers with project cost & time estimates
- Monitoring, tracking and reporting status of customer budgets
- Facilitating the collection of high-level business requirements
- Delivery of end-to-end management from concept to implementation of billing solutions
- Consulting customers in a proactive manner to assist them in setting billing strategies
- Forging strong relationships with customers by becoming the single point of accountability for the entire billing portfolio

Assigned to BellSouth e-business Center project as team lead for the interim billing solution. Successfully lead a cross-tower billing team to implement a new strategic billing solution within one month of product launch. Also lead billing team in meetings with e-business Center strategic partner, Qwest.

June 1999 - March 2000 BellSouth Telecommunications, Inc.  
Information Technology - Service Management Atlanta, GA

#### **Customer Service Manager**

Managed the customer relationship between BellSouth and IT suppliers (Anderson, EDS, and BCS) for BellSouth Business Unit (Human Resources). Responsibilities included.

- Providing leadership and direction to IT Account Team
- Interpreting and documenting customer requirements for new projects
- Preparing and presenting IT Solutions for new customer projects
- Meeting customer project deadlines
- Monitoring customer project financial performance and taking action to mitigate overages and shortfalls
- Managing service delivery escalations
- Preparing and delivering customer training
- Managing customer expectations

1996 – 1999 BellSouth Business Systems Atlanta, GA.

#### **Senior Account Executive**

Responsible for the coordination of pre-sales and post-sales activities to successfully sell and implement BellSouth Network services to valued BellSouth customers. Responsibilities include base management and market development activities for 23 medium to large complex accounts, long term account planning with a focus on corporate defined strategic products. Also responsible for directing pre-sale support team as well as identifying infrastructure requirements to meet customer needs. Currently handling several multi-states accounts requiring coordination with multiple house account teams. Successfully completed DataLeap curriculum. Consistently achieved quarterly and annual objectives.

1995 – 1996 West End Medical Center Atlanta, GA

#### **MIS Manager**

Recruited and hired to establish a MIS department for West End Medical Centers, an Atlanta based community health center with nine locations within the Atlanta metropolitan area. Responsible for the day-to-day operation and support of the clinical information system which operated on an IBM AS/400 platform and an SNA network. Responsibilities included data network management, help desk support, hardware and software maintenance, technical training, development of PC standards, support of all mainframe and PC applications

1991 – 1995 State of Florida Dept. of Labor Tallahassee, FL

### **Assistant Director – Systems Development and Programming**

Responsible for assisting the Data Center Director in directing all activities of the Information Management Center. Managed staff of seventy four (74) programmers and four (4) administrative assistants. Responsible for the development, design, programming and implementation of on-line data processing operational and management information systems for the Florida Department of Labor and Employment Security. Managed the establishment of systems design, programming and operations priority to provide effective service to data center customers. Analyzed proposed and actual projects to determine feasibility and cost effectiveness for electronic data processing implementation. Evaluated and recommended process and organizational changes in the data center to enhance the quality of service and to improve overall productivity.

1985 – 1990      Accurate Information System      Tampa, FL.

### **Regional Director of Marketing**

AIS specialized in providing Unix based application development solutions to the federal government market. As the director of Marketing I was responsible for establishing a presence in the central Florida marketplace. Successfully negotiated an agreement with IBM to become an authorized IBM Business Partner dedicated to providing AIX consulting services to IBM customers

1979 – 1985      Control Data Corporation      Atlanta, GA.

### **Senior Systems Marketing Representative**

Primary emphasis on sales and marketing of timesharing data processing services to fortune 500 companies. Responsibilities included marketing, proposal preparation, system demonstration, executive briefing, presentations, customer training and support.

### **Education**

1974 – 1978      Florida A&M University      Tallahassee, FL.

#### **Data Processing/Computer Science**

- Bachelor of Technology Degree
- Minor: Business Administration
- GPA. 3.4
- Coop Experience: 9 months with GM Pontiac Motors Division, Pontiac, MI.

**Certifications: CCNA (Cisco ID: CSC010512922), Cisco CallManager Express, Cisco CVoice, Cisco Sales Expert**

#### **References:**

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# DARRIS ROLLINS

340 Glad Morning Court  
College Park, Georgia 30349

(404) 349-0629  
djrollins@bellsouth.net

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## SUMMARY OF QUALIFICATIONS

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Education and professional experience have contributed to the comprehensive development of analytical, interpersonal, sales and management skills.

### CONSULTATIVE SALES ACCOUNT MANAGEMENT NEW BUSINESS DEVELOPMENT

### STRETEGIC PLANNING KEY ACCOUNT ACQUISITIONS

### CHANNEL SALES KEY RELATIONSHIPS CLIENT SATISFACTION

- Demonstrated the ability to promote products and services and secure and develop key accounts to maximize company profits
- Proven ability to cultivate productive relationships with key decision makers and manage projects on a basis to achieve corporate goals
- Excellent networking and relationship building skills in the corporate and government community through the association with several

## PROFESSIONAL EXPERIENCE

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*Expanets – Atlanta, Georgia*

*April 2000 - Present*

### **Account Executive**

Responsible for identifying and qualifying accounts, positioning Avaya, Cisco, NEC, BellSouth and various carrier service provided telecommunication products, building relationships and dramatically growing business with Expanets enterprise customers.

*Lucent Technologies – Atlanta Georgia*

*October 1998 – April 2000*

### **Account Executive**

Responsible for identifying and qualifying accounts, positioning Lucent's telecommunication products, building relationships and dramatically growing business with Lucent's larger customers.

- This highly visible position is responsible for relationship management, proposal development, new business opportunity identification and meeting revenue objectives with guidance from senior sales executives and sales manager. 2001, 2002 Achievers Club
- Research target prospects' business and practices to effectively market

*Lucent Technologies – Denver, Colorado*

*June 1998 – August 1998*

### **Summer Manager**

Selected from a competitive group of candidates for an intense sales and product training program. The program was designed to teach negotiation skills, target account selling, Lucent product knowledge, guerilla sales and funnel management.

- Participated in Lucent Technologies nine-week summer internship. Included intensive six-week training period covering business communication and negotiations, professional sales and presentation skills and professional imaging Introduction to the Lucent Business Communication Systems (BCS) product line.

*Radio Shack, Inc. – Atlanta, Georgia*

*March 1996 - June 1998*

### **Electronics Sales Associate**

- Assisted management with quarterly inventory counts and the accounting of weekly inventory shipments. Ensured accuracy of daily cash count and depositing of company profits.
- Performed customer sales, service and product demonstration of a variety of electronic products such as computers, cellular communications, and pagers
- Ranked as #2 sales associate in the region for first quarter 1998

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## DARRIS ROLLINS

340 Glad Morning Court  
College Park, Georgia 30349

(404) 349-0629  
djrollins@bellsouth.net

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*Automatic Data Processing, Inc- Atlanta Georgia*  
**Communications Assistant**

*January 1988 - January 1996*

- Performed moves, changes and basic system administration on AT&T Definity PBX
- Provided technical support for remote data equipment (AT&T Paradyne DSU) for other office divisions existing within the Atlanta operations region.
- Conducted a training class to all Atlanta office employees on phone system use.
- Regularly performed cost analysis for telecommunications equipment needs within the facility.
- Performed and supervised pulls and terminations of various facility telecommunication cables.

*United States Marine Corps*  
**Field Wireman**

*August 1983 - August 1987*

- Provided wire and cable communications support at the battalion and company levels and supervised subordinate military personnel in their performance of the same tasks.
- Awarded Sea Service Deployment Ribbon, Navy Unit Commendation, and Good Conduct Medal in recognition of meritorious service during time in grades

## EDUCATION

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Clark Atlanta University - Atlanta, Georgia  
*Bachelor of Arts in Political Science*

**KEVIN T. KEESE****7004 MEDFORD COURT****INDIAN SPRINGS, OH 45011****(513) 894-4396**

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**Career Objective**

To obtain a challenging position where proven customer service, interpersonal, organizational, and technical skills will be used to enhance the operations of the company.

**Qualifications**

- Professional attitude; committed to excellence and doing what it takes to get the job completed.
- Self-motivated, organized, and reliable
- Competent and highly trained lead technician with exceptional attention to detail.
- Outstanding customer service skills; ability to work cooperatively with all levels of personnel.

**Professional Experience  
& Accomplishments****Maintenance/Technical & Accomplishments**

- Responsible for installation, operation, and maintaining the Tadiran PBX Telephone System, all Toshiba Strata DK Systems, Toshiba Stratagy Voice Mail Systems, and Applied Voice Technology Voice Mail Systems
- Technical advisor for designing and programming of customer installation and specifications.
- Operate standard test and metering equipment, including multimeter and voltmeter.
- Perform standard wire splices; test and operate alarm and indicating systems.
- Analyze and repair synchro systems.
- Read and interpret schematic diagrams and blueprints of basic electrical, electronic, and logic circuits.
- Utilize electronic trouble shooting techniques beyond the circuit packet level.

**Employment**

1999 – Present

**CP<sup>2</sup>, Inc. (Atlanta, Georgia)***Telecommunications Engineer*

1994 – 1999

**Digital and Analog Design***Telephone and Voice Mail Installer*

1983 -1994

**U.S. Navy***Interior Communications Electrician***Education**

1981- 1982

**College of Applied Science****University of Cincinnati***Architecture*

**Resume of  
Kevin T. Keese  
Page 2**

**Military Training**

Basic Electronics  
Applied Mathematics  
Digital Electronics  
Troubleshooting Techniques  
Electrical/Mechanical Systems  
Electrical/Electronics Circuits

Marine Engineering  
AT&T Dimension 2000 PBX Telephone System  
Propulsion Alarm and Indicating Systems  
First Aid and Fire Science  
Shipboard Fire Fighting Team Training  
Admin and Operating of Shipboard 3-M Systems

**Licenses &  
Certificates**

Tadiran Coral PBX Systems  
Stratagy Voice Mail Systems

Applied Voice Technology (AVT)  
Strata DK 280

References available upon request.



## **Greta J. Callins**

### **EXPERIENCE: (15 Years)**

#### **Computer Intelligence<sup>2</sup> Provisioning Specialist**

- Managed incoming data and/or telephony telecommunications service orders;
- Prepare final end-to-end system design solutions.
- Provided cost analysis and detail for all components as part of final data and/or telephony system design.
- Coordinate with other departments for facility design, capacity planning, and network architecture to ensure final system design standards are met.

#### **Hunter Technical Resources/KMC Telecom Service provisioning Coordinator**

- Act as a technical consultant for the provisioning of all customer service activities on the Qwest Project. Assist in managing all customer inquiries both internal and external, related to billing, services installation, and maintenance.
- Provide assistance in escalating and expediting access service request with the ILEC's.
- Team with inter-departmental groups such as sales, billing, engineering, and maintenance to track, manage, and ensure service delivery dates.
- Develop and continually improve service order process and guidelines.
- Computer Literate-effectively utilizes Toolkit, Microsoft Word, Access, Excel and PowerPoint.

#### **Cox Communications Inc. Traffic Provisioning Engineer**

- Create and coordinate industry standard circuit orders (ASR's) for digital switch trunks and signaling, in a timely manner, to assure call capacity for Cox telephony customers; to establish or increase trunks/signaling capacity between Cox and other interconnect providers (Trunks, DS1's, DS3's, A Links, B-Links, 800, and FGD).
- Create and distribute periodic status reports of pending and complete circuit orders.
- Update appropriate spreadsheet to reflect new circuit capacity added. Trained all new provisioners.
- Created procedure, process and order entry booklets for new provisioners.
- Established passwords for new employees.
- Liaison between sales, provisioners, CLEC's and Management.
- Create and distribute DLR's to sites with Lec's turn-up information.
- Lead on Projects with up to 700 trunks being ordered and installed.

- Lead on Special Project/Order, which are received from other LEC's. Research on Price quotes on local loops from various LEC's

### **Project Manager**

- Over large complex Voice, Data, Private Line and Frame Relay services across multiple networks over and above 30 different service sites.
- Determines project scope and implements a project plan.
- Negotiates installation schedule with customer.
- Provides formal status spreadsheet reports and participates on frequent conference calls serving as a point of contact for the project owner, interact with senior management and the sales account team.
- Responsibility includes scheduling the installation process, test and turn up activities. Executes escalations with all vendors and suppliers.
- Controls development of all project documentation and administration of a project plan through the completion process.

### **GTE Communications**

#### **Provisioner**

- Perform circuit design for carrier access facilities (Frame Relay, Private Line, ISDN, NNI, PVC, UNI) and maintain records database.
- Submit ASR's and LSR'S to Telco's, ensure that all paperwork has been received from sales to complete order Issue all install, disconnect, change, and cancelled order to LEC's.
- Liaison between all groups, sales, customer, vendor, and technicians during the installation process and cut over coordination, keeping all parties informed on order movement.

### **SPRINT**

#### **Acting Supervisor Private Line Service Center**

- Managed up to 15 employees responsible for implementation and maintenance of all data offerings.
- Assisted in the development of implementation and maintenance plans and support systems.
- Reviewed and trained technical staff in new data communications technologies and procedures.
- Worked closely with business process consultants and interfaced with other departments' staff.
- Assisted in budget preparation by providing data about use of physical resources and personnel.
- Ensured that proper staffing requirements were met to ensure quality Private Line offerings were delivered in a timely fashion. Acted as a focal point for technical issues, escalations, and statuses.

#### **Senior Network Operations Specialist**

- Team Leader for Commercial Installation Group in the Private Line Service Center.
- Performed test and acceptance of all private line product types via remote test vehicle.
- Provided technical assistance to other technicians and customers.

- Coordinated the efforts of installation teams, local exchange carriers, and other Sprint entities.

## **PEARLINE ANDERSON**

2502 Royal Farm Ct  
244-0863  
Decatur, GA 30034  
pearlanderson@msn.com

Phone: (404)

E-mail:

### **PEARL ANDERSON**

#### **SUMMARY**

Dedicated, self-motivated, end-to-end administratively creative business professional with years of experience in Customer Service, Sales, Account Management, Sales Support, Project Management and System Design with the ability to liaise effectively at all levels. Team Player with exceptional communication and organizational skills with the proven ability to exercise tact and diplomacy in a busy and demanding environment. Recipient of numerous company awards for key role performance in the achievement of customer satisfaction, employee excellence, and company profitability.

#### **AREAS OF EXPERTISE**

- Sales
- Sales Support
- Customer Service / Complaints
- Supervisory Skills
- Problem Solving / Negotiation Skills
- Project Management
- Project / Resource Coordination
- Billing Administration / Receivables
- Revenue Assurance
- Voice/Data Systems Design
- Solution Development
- Avaya CRM

#### **PROFESSIONAL EXPERIENCE**

##### **TOTAL LINK COMMUNICATION CONSULTANTS**

Decatur, Georgia

##### **Owner**

- Program and train on Avaya Communication Systems (Definity, Legend/Magix, Partner, IP Office) for all user moves, adds and changes within the office to meet on-going user needs and requests.
- Troubleshoot telecommunications issues & problems, resolve and document resolution accordingly.
- Provide support for all telecommunications equipment that interfaces with the PBX.
- Interpersonal (written and oral communication), time management, task management, client expectation management, ability to prioritize, ability to act with sense of urgency, excellent follow-through, ability to meet deadlines and consistent ability to make/keep commitments.
- Handle multiple projects/initiatives concurrently and prioritize a high volume of requests from many different sources.
- Adapt easily to new technologies and the constantly changing organization/environment.
- Make daily decisions, under substantial pressure, and manage time effectively to complete tasks within the agreed timeframe.
- Professionally handle occasional difficult situations or matters with ease, confidentiality and business maturity.

##### **EXPANETS/AVAYA**

Norcross, Georgia

**Senior Design Engineer** (March 1999 – December, 2003)

## PEARLINE ANDERSON

2502 Royal Farm Ct  
244-0863  
Decatur, GA 30034  
pearlanderson@msn.com

Phone: (404)

E-mail:

- Motivated Account Executives on pre-sale activities analyzing, noting, and recommending communication systems and network solutions
- Provided configured designs for emerging technology solutions
- Implemented training on voice/data equipment and software applications which improved sale awareness resulting in an increase of sales by 40%
- Developed and recommended converged product solutions--Hardware, network, and carrier services and how to integrate with other vendor products i.e. Cisco, Nortel
- Designed Avaya voice and data applications (Multivantage, Cajun, CRM, NICE, Cisco, etc.)
- Shared sales skills and assisted in the development of sales proposals
- Communicated design information to Project Manager
- Assisted the implementation team in resolving technical issues, disaster recovery, and assessments which increased customer satisfaction 15-20%
- Served as Team Leader and acted as liaison between the Sales and Operations department to improve employee satisfaction
- Main Contact for troubleshooting

### **LUCENT TECHNOLOGIES / AT&T INFORMATION SYSTEMS**

Atlanta, Georgia

#### **Project Manager II** (January 1998 – March 1999)

- Developed project plans and assigned appropriate resources utilizing Microsoft Project Software to set milestones for monitoring and follow-ups to achieve customer excellence and improve company profitability
- Managed software personnel/technicians on multiple projects to meet specific timelines
- Resolved all troubleshooting issues
- Single point of contact for the coordination, implementation, and problem solving of medium to large voice/data telephone systems that included the integration of LANs, WANs, videoconference equipment, voice mail systems, networking, Call Management Systems, NICE, and other computer based devices

#### **Senior Systems Consultant** (September 1990 – January 1998)

- Project managed multiple accounts
- Worked with Account Executives in the sale of business telecommunication systems for voice and data applications. Multi-state territory in the Gulf States Region
- Designed Lucent voice solutions
- Programmed Lucent (Avaya) telecommunication software i.e. ACD, Vectors, etc. and CTI applications associated with installation
- Trained end-users on applications
- Collected initial payment
- Managed implementation to meet a high standard of service performance
- Solved issues that delayed the collection of other accounts
- Received accommodations for customer excellence
- Acted as liaison between Sales and Service to improve employee satisfaction

### **CERTIFICATIONS**

CCNT, CCNE, Avaya Wireless

Managing People and Performance

## **PEARLINE ANDERSON**

2502 Royal Farm Ct  
244-0863  
Decatur, GA 30034  
pearlanderson@msn.com

Phone: (404)

E-mail:

AT&T Project Management

Leadership for the Future

### **EDUCATION**

Sanford University  
University of Phoenix  
Knowledgenet

Computer Science  
Project Management  
Cisco Design Professional and Network Associate

### **COMPUTER SKILLS**

MS Office - Word, Excel, Outlook Express, Exchange and Internet proficiency, Microsoft Project, Visio, Siebel, Oracle, SAP

## Margaret Garvin, Ph.D.

6337 Southland Forest Drive  
E-Mail [DrGarvin@bellsouth.net](mailto:DrGarvin@bellsouth.net)

Stone Mountain, GA 30087  
Home Office 770-879-8221  
Mobile Phone 404-216-6388

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### Professional Consultant

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A visionary leader with unique strengths and experiences in conflict resolution, mediation, negotiations, and multicultural training. Demonstrated and proven 30-year track record for organizational leadership, sales, sales management, teaching, supervision, and planned change. Persistent and tenacious in building high performance teams and motivating others toward consistent and successful performance.

### PROFESSIONAL EXPERIENCES

**October 2002-Present: Chief Executive Officer/ Counselor Brighthouse Crisis Management, Inc.**  
Company provides crisis management interventions and counseling for individuals, groups, and organizations in the preparation, planning and recovery of a trauma, tragedy, or crisis event. Services combine business expertise, professional psychotherapy, and family counseling.

**Certified First Responder** Certified by International Critical Incident Stress Foundation, Inc (ICISF)

**Certified Disaster Relief Team Chaplin for North American Missions Board**

**Aid to Children of Imprisoned Mothers, Inc. (AIM) National Program Speaker and Volunteer**

**Dunwoody Baptist Church Language School Teacher** of English to Speakers of Other Languages

**International Missionary** for staff and students in orphanages and schools in Jamaica, West Indies

---

**BellSouth Telecommunications, Inc. Atlanta, GA-----Retired September 30, 2002---30 years service**

**January 2002--Sept 2002 Advisory Team Director/Crisis Manager**

Managed an Advisory Team with members located in 2 states, Georgia and Alabama. Directed corporate strategies for BellSouth's competitors to start, run, and productively remain in the telecommunications business. Job required extensive organizational skills, and a logical decision-making process to solve sensitive, time-critical problems.

**Jan 2001-Dec 2001 Policy and Regulatory Sales Support Director**

Responsible for creation, development, implementation and management of Regional Industry User Groups comprised of Competitive Local Exchange Carriers and BellSouth Carrier Relations teams who were Resellers, Facility-Based, UNE-P users and Collocation CLECS. Served as Facilitator and Director of the User Groups with emphasis on constructive conflict management, issue resolution, mediation, and pre-regulatory interventions.

**Jan 1996-Dec 2000 Sales Support Director and Corporate Coach**

**Built high performance team that serviced, marketed and sold products and services** for the Interconnection Services Local Board of Sales Directors between BellSouth and over 1400 Competitive Local Exchange Carriers. Provided strategic and tactical leadership to address the unique challenges in the change of BellSouth's corporate culture. Team consistently recognized for high performance and exceptional sales results.

♦ **Start-up Sales Operations of new electronic interface product**

Selected, trained, directed and managed the team that created and implemented the *RoboTAG™* Software Sales and Project Management Consulting Group developed BellSouth's first effort at selling software for electronic bonding to outside users as a CLEC customer satisfaction effort

♦ **CLEC Inforum Production Manager**

♦ **Concurrent with full-time college enrollment for Masters and Doctoral programs 1994-1999**

1/93-12/95      **BellSouth Business Systems.** HealthCare Sales Director

6/91-12/92      **BellSouth Business Systems** General Business Sales Manager

6/88-6/91      **BellSouth Corporate Learning Center** Certified Corporate Trainer

7/72-5/88      **South Central Bell.** Service Representative, Marketing Consultant and Industry Account Executive

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## **EDUCATION**

Doctor of Philosophy      11/1999      Logos Christian College and Graduate Academy, Jacksonville, Fla

Master of Arts      10/96      Argosy University School of Professional Psychology, Atlanta, GA

Bachelor of Arts      5/85      Louisiana State University, Shreveport, Louisiana

## **Licenses and Certifications**

- Certified Crisis Intervention Manager & First Responder for Disaster Relief
- Professional Counselor
- Certified Corporate Trainer
- Certified Human Performance Engineer

## **Specialized Training and Affiliations Include:**

- Member of American Psychological Association
- Member of American Counseling Association
- Member of Georgia Christian Counselors Association
- Member of American Association of Christian Counselors
- Member of American Association of Suicidology
- Member of Greenforest Community Baptist Church
- Volunteer for AIM—Aid for Children of Incarcerated Mothers, Inc
- Volunteer for North American Missions Board



# EXHIBIT F

PORT DATE 07/06/04

CI2 INCORPORATED

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VISION: ALL

## STATEMENT OF INCOME

FOR THE PERIOD ENDING 12/31/03

	<u>YR-TO-DATE</u>
CONTRACT REVENUES	\$ 25,112,796
GOVERNMENT REVENUE	-----
	25,112,796
 DIRECT COSTS	
DIRECT LABOR	2,258,393
SUBCONTRACTORS	527,700
DIRECT MATERIAL	10,649,576
DIRECT TRAVEL	18,185
OTHER DIRECT COSTS	3,256,579
	-----
	16,710,433
 COST OF OPERATIONS	
FRINGE EXPENSES	718,531
GENERAL & ADMINISTRATIVE	3,599,054
	-----
	4,317,585
	-----
	4,084,777
	-----
 GROSS PROFIT FROM OPERATIONS	
 OTHER INCOME	
MISC. INCOME	170,913
	-----
	170,913
 UNALLOWABLE	
OTHER UNALLOWABLE EXPENSE	1,964,085
	-----
	1,964,085
	-----
 NET INCOME BEFORE TAXES	
	2,291,605
	-----
 INCOME TAXES	
	-----
	0
 NET INCOME	
	=====
	2,291,605
	=====

REPORT DATE 07/06/04

CI2 INCORPORATED

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VISION: ALL

BALANCE SHEET  
LIABILITIES & EQUITY

AS OF  
12/31/03

TREASURY STOCK  
PAID IN CAPITAL  
RETAINED EARNINGS

	500
	-24,777
	2,190,001
	-----
\$	2,165,724
	=====
\$	6,581,993
	=====

PORT DATE 07/06/04

CI2 INCORPORATED

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VISION: ALL

BALANCE SHEET

ASSETS

AS OF  
12/31/03

CURRENT ASSETS

CASH	\$	-55,081
TRADE ACCOUNTS RECEIVABLE		1,844,532
EMPLOYEE RECEIVABLES		28,769
INVENTORY		0
		-----
		1,818,220

FIXED ASSETS

FURNITURE & FIXTURES		29,749
COMPUTERS & SOFTWARE		71,661
		-----
		101,410

OTHER ASSETS

GOODWILL		2,500
CASH VALUE INS		38,920
PREPAID EXPENSES		22,405
DEPOSITS		14,968
NOTES RECEIVABLE		4,583,571
		-----
		4,662,363

=====  
\$ 6,581,993  
=====

LIABILITIES & EQUITY

CURRENT LIABILITIES

TRADE ACCOUNTS PAYABLE	\$	560,742
NOTES PAYABLE		120,805
CORPORATE TAXES PAYABLE		0
OTHER PAYABLES		3,734,721
		-----
		4,416,269

LONG-TERM LIABILITIES

-----  
0

STOCKHOLDER'S EQUITY

# EXHIBIT G

## COMPUTER INTELLIGENCE <sup>2</sup> INC. FORECASTED BALANCE SHEET

Accounts	FY'03	FY'04	FY'05	FY'06	FY'07
Cash	\$637,695	\$2,354,859	\$7,771,785	\$14,944,228	\$24,139,409
Accounts Receivable	\$6,724,491	\$8,647,791	\$10,955,751	\$13,725,303	\$17,048,765
Service Contracts	\$22,250	\$22,250	\$22,250	\$22,250	\$22,250
Due/From Affiliates	\$5,973,231	\$5,973,231	\$5,973,231	\$5,973,231	\$5,973,231
Prepaid Expenses	\$14,937	\$14,937	\$14,937	\$14,937	\$14,937
Deposits	\$14,968	\$14,968	\$14,968	\$14,968	\$14,968
Goodwill	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
Other Assets	\$39,959	\$39,959	\$39,959	\$39,959	\$39,959
Total	\$13,430,031	\$17,070,495	\$24,795,381	\$34,737,376	\$47,256,019
Property and Equipment	\$276,533	\$276,533	\$276,533	\$276,533	\$276,533
Accumulated Depreciation	\$221,045	\$221,045	\$221,045	\$221,045	\$221,045
Net Property	\$55,488	\$55,488	\$55,488	\$55,488	\$55,488
Total Assets	\$13,485,519	\$17,125,983	\$24,850,869	\$34,792,864	\$47,311,507
Accounts Payable	\$2,604,469	\$3,606,188	\$4,327,425	\$5,192,910	\$6,231,492
Contract Payable	\$3,193,750	\$69,707	-	-	-
Term Debt Payable	\$219,146	\$219,146	\$219,146	\$219,146	\$219,146
Liabilities	\$6,017,365	\$3,895,041	\$4,546,571	\$5,412,056	\$6,450,638
Less Treasury Stock	(\$500)	(\$500)	(\$500)	(\$500)	(\$500)
Beginning Balance	(\$282,836)	\$7,467,654	\$13,230,442	\$20,303,798	\$29,380,308
Net Income	\$7,750,490	\$5,762,788	\$7,073,356	\$9,076,510	\$11,480,062
Ending Retained Earnings	\$7,467,654	\$13,230,442	\$20,303,798	\$29,380,308	\$40,860,370
Stockholders Equity	\$7,468,154	\$13,230,942	\$20,304,298	\$29,380,808	\$40,860,870
Liabilities and Equity	\$13,485,519	\$17,125,983	\$24,850,869	\$34,792,864	\$47,311,508

**COMPUTER INTELLIGENCE <sup>2</sup> INC.  
FORECASTED INCOME STATEMENT**

<b>Account</b>	<b>FY'03</b>	<b>FY'04</b>	<b>FY'05</b>	<b>FY'06</b>	<b>FY'07</b>
Sales	\$32,055,000	\$38,466,000	\$46,159,200	\$55,391,040	\$66,469,248
Cost of sales	\$20,835,750	\$28,849,500	\$34,619,400	\$41,543,280	\$49,851,936
Gross Profit	\$11,219,250	\$9,616,500	\$11,539,800	\$13,847,760	\$16,617,312
Commissions	\$270,000	\$330,000	\$420,000	\$490,000	\$630,000
Office Expenses	\$815,933	\$970,000	\$1,174,944	\$1,258,000	\$1,275,000
Telephone	\$210,000	\$275,000	\$300,000	\$270,000	\$325,000
Travel	\$125,000	\$175,000	\$220,000	\$275,000	\$285,000
Rent	\$385,000	\$400,000	\$430,000	\$450,000	\$485,000
Consultants	\$300,000	\$300,000	\$450,000	\$475,000	\$475,000
Payroll Taxes	\$112,527	\$115,903	\$121,500	\$128,250	\$137,250
Payroll Sub-Dept 1	\$1,250,300	\$1,287,809	\$1,350,000	\$1,425,000	\$1,525,000
Total Department 1	\$3,468,760	\$3,853,712	\$4,466,444	\$4,771,250	\$5,137,250
Total Expenses	\$3,468,760	\$3,853,712	\$4,466,444	\$4,771,250	\$5,137,250
Net Income Before Tax	\$7,750,490	\$5,762,788	\$7,073,356	\$9,076,510	\$11,480,062

**COMPUTER INTELLIGENCE <sup>2</sup> INC.  
FORECASTED CASH FLOWS**

<b>Account</b>	<b>FY'03</b>	<b>FY'04</b>	<b>FY'05</b>	<b>FY'06</b>	<b>FY'07</b>
Collections	\$30,452,250	\$36,542,700	\$43,851,240	\$52,621,488	\$63,145,786
Purchases	\$18,231,281	\$25,243,313	\$30,291,975	\$36,350,370	\$43,620,444
Subtotal	\$18,231,281	\$25,243,313	\$30,291,975	\$36,350,370	\$43,620,444
Commissions	\$270,000	\$330,000	\$420,000	\$490,000	\$630,000
Office Supl	\$815,933	\$970,000	\$1,174,944	\$1,258,000	\$1,275,000
Telephone	\$210,000	\$275,000	\$300,000	\$270,000	\$285,000
Travel	\$125,000	\$175,000	\$220,000	\$275,000	\$325,000
Rent	\$385,000	\$400,000	\$430,000	\$450,000	\$485,000
Consultants	\$300,000	\$300,000	\$450,000	\$475,000	\$475,000
Payroll Taxes	\$112,527	\$115,903	\$121,500	\$128,250	\$137,250
Payroll	\$1,250,300	\$1,287,808	\$1,350,000	\$1,425,000	\$1,525,000
Total Dept 1	\$3,468,760	\$3,853,711	\$4,466,444	\$4,771,250	\$5,137,250
Total Cashout	\$21,700,041	\$29,097,024	\$34,758,419	\$41,121,620	\$48,757,694
Other Payables	\$5,511,498	\$3,124,043	\$69,707	\$0	\$0
Beg Acct Payable Pd	\$2,603,016	\$2,604,469	\$3,606,188	\$4,327,425	\$5,192,910
Beg Accrued Exp Pd		\$0	\$0	\$0	\$0
Subtotal Other Payouts	\$8,114,514	\$5,728,512	\$3,675,895	\$4,327,425	\$5,192,910
Net Cash Change	\$637,695	\$1,717,164	\$5,416,926	\$7,172,443	\$9,195,182
Beginning Cash Balance	\$0	\$637,695	\$2,354,859	\$7,771,785	\$14,944,228
Ending Cash Balance	\$637,695	\$2,354,859	\$7,771,785	\$14,944,228	\$24,139,410

## IRREVOCABLE LETTER OF CREDIT

Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243-0505

REFERENCE: C I2, Inc.  
Company ID # 128389  
Irrevocable Letter of Credit Number 2003-09  
Effective August 13, 2003  
Expiration Date August 13, 2004

Sir/Madam:

You have requested of The Peachtree Bank of Dunwoody that we establish an irrevocable letter of credit, which will remain available on behalf of C I2, Inc. who has applied to the Tennessee Regulatory Authority (the "TRA") for authority to provide telecommunications services in the state of Tennessee. The purpose of this letter of credit is to secure payment of any monetary sanction imposed against the Company, its representatives, successors or assigns, in any enforcement proceeding brought under Title 65 of Tennessee Code Annotated or the Consumer Telemarketing Act of 1990, by or on behalf of the TRA.

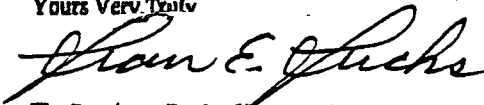
We hereby establish and issue, in favor of the TRA, an irrevocable letter of credit in the amount of twenty thousand dollars \$20,000.00 lawful money of the United States of America. The TRA may draw upon this letter of credit, at any time and from time to time, by delivering a Letter of Credit Notice, substantially in the form set forth below (a Notice), which Notice shall specify the amount (the Draw Amount) to be drawn and the bank account to which the Draw Amount should be delivered and shall be signed by an official designated and duly authorized by the TRA, to The Peachtree Bank of Dunwoody at the address listed below, or to such other address as The Peachtree Bank of Dunwoody shall notify the TRA in writing by certified mail. Promptly after the delivery of each Notice, The Peachtree Bank of Dunwoody hereby covenants and agrees to deliver, by wire transfer of immediately available funds, the Draw Amount to the Bank Account.

This letter of credit shall be deemed automatically renewed without amendment for successive one-year periods and may be canceled by The Peachtree Bank of Dunwoody by giving thirty (30) days advanced written notice by certified mail of such cancellation to the TRA and the Company, it being understood that The Peachtree Bank of Dunwoody shall not be relieved of liability that may have accrued under this letter of credit prior to the date of cancellation.

The Peachtree Bank of Dunwoody hereby represents and warrants that it is qualified and authorized to issue this letter of credit and is a bank designated by the State of Georgia as an authorized depository bank for the deposit of state funds.

Except as otherwise expressly stated, this letter of credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision) International Chamber of Commerce Publication No. 500, or any revisions thereto.

Yours Very Truly



The Peachtree Bank of Dunwoody  
Fran Fuchs/President  
1725 Mount Vernon Road  
Dunwoody, GA 30338

**CP, INC.**  
**SMALL AND MINORITY-OWNED TELECOMMUNICATIONS**  
**BUSINESS PARTICIPATION PLAN**



Pursuant to T.C.A. §65-5-212, as amended, CI<sup>2</sup>, Inc. submits this small and minority-owned Telecommunications business participation plan (the "Plan") along with its Application for a Certificate of Public Convenience and Necessity to provide competing intrastate and local exchange services in Tennessee.

## **I. PURPOSE**

The purpose of §65-5-212 is to provide opportunities for small and minority-owned businesses to provide goods and services to Telecommunications service providers. CI<sup>2</sup>, Inc. is committed to the goals of §65-5-212 and to taking steps to support the participation of small and minority-owned Telecommunications businesses in the Telecommunications industry. CI<sup>2</sup>, Inc. will endeavor to provide opportunities for small and minority-owned Telecommunications businesses to compete for contracts and subcontracts for goods and services. As part of its procurement process, CI<sup>2</sup>, Inc. will make efforts to identify and inform minority-owned and small businesses that are qualified and capable of providing goods and services to CI<sup>2</sup>, Inc. of such opportunities. CI<sup>2</sup>, Inc.'s representatives have already contacted the Department of Economic and Community Development, the administrator of the small and minority-owned Telecommunications assistance program, to obtain a list of qualified vendors. Moreover, CI<sup>2</sup>, Inc. will seek to increase awareness of such opportunities so that companies not otherwise identified will have sufficient information to participate in the procurement process.

## **II. DEFINITIONS**

As defined in §65-5-212

*Minority-Owned Business* Minority-owned business shall mean a business which is solely owned, or at least fifty-one percent (51%) of the assets or outstanding stock of which is owned, by an individual who personally manages and controls daily operations of such business, and who is impeded from normal entry into the economic mainstream because of race, religion, sex or national origin and such business has annual gross receipts of less than four million dollars (\$4,000,000).

*Small Business.* Small Business shall mean a business with annual gross receipts of less than four million dollars (\$4,000,000)

## **III. ADMINISTRATION**

CI<sup>2</sup>, Inc 's Plan will be overseen and administered by the individual named below, hereinafter referred to as the Administrator, who will be responsible for carrying out and promoting CI<sup>2</sup> full efforts to provide equal opportunities for small and minority-owned businesses

The Administrator of the Plan will be

Isaree Patterson, Regulatory Assistant

CI<sup>2</sup>, Inc.

200 Galleria Parkway

Suite 1200

Atlanta, Georgia 30339

Telephone: 770-425-2267

Facsimile: 770-425-1338

The Administrator's responsibilities will include

(1) Maintaining an updated Plan in full compliance with §65-5-212 and the rules and orders of the Tennessee Regulatory Authority.

- (2) Establishing and developing policies and procedures necessary for the successful implementation of the Plan.
- (3) Preparing and submitting such forms as may be required by the Tennessee Regulatory Authority, including the filing of required annual updates
- (4) Serving as the primary liaison to and cooperate with the Tennessee Regulatory Authority, other agencies of the State of Tennessee, and small and minority-owned businesses to locate and use qualified small and minority-owned businesses as defined in §65-5-212
- (5) Searching for and developing opportunities to use small and minority-owned businesses and encouraging such businesses to participate in and bid on contracts and subcontracts
- (6) Providing records and reports and cooperate in any authorized surveys as required by the Tennessee Regulatory Authority.
- (7) Establishing a record-keeping system to track qualified small and minority-owned businesses and efforts to use such businesses.
- (8) Providing information and educational activities to persons within CLECI and training such persons to seek out, encourage, and promote the use of small and minority owned businesses.

In performance of these duties, the Administrator will utilize a number of resources, including

Chambers of Commerce

The Tennessee Department of Economic and Community Development

The United States Department of Commerce

Small Business Administration

Office of Minority Business

The National Minority Supplier Development Counsel

The National Association of Women Business Owners

The National Association of Minority Contractors

Historically Black Colleges, Universities, and Minority Institutions

The efforts to promote and ensure equal opportunities for small and minority-owned businesses are primarily spelled out in the Administrator's duties above. Additional efforts to provide opportunities to small and minority-owned businesses will include offering, where appropriate and feasible, small and minority-owned businesses assistance with technical, insurance, bonding, licensing, production, and deadline requirements.

#### **IV. RECORDS AND COMPLIANCE REPORTS**

CI<sup>2</sup>, Inc. will maintain records of qualified small and minority-owned business and efforts to use the goods and services of such businesses. In addition, CLECI will maintain records of educational and training activities conducted or attended and of the internal procurement procedures adopted to support this plan.

CI<sup>2</sup>, Inc. will submit records and reports required by the Tennessee Regulatory Authority concerning the Plan. Moreover, CI<sup>2</sup>, Inc. will cooperate fully with any surveys and studies required by the Tennessee Regulatory Authority.

CI<sup>2</sup>, Inc.

By: \_\_\_\_\_

Willa Andrella Baylis

President/CEO

Dated:

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## TENNESSEE DIALING PARITY PLAN

The Company will implement a full 2-PIC carrier selection plan. With the 2-PIC methodology, the customer will be able to presubscribe to one telecommunications carrier for interLATA toll calls and presubscribe to the same or a different participating telecommunications carrier, including their existing local exchange company, for all intraLATA toll calls.

Customers will receive information explaining their opportunity to select an intraLATA carrier a minimum of 30 days in advance of the Company's entrance in Tennessee as a local exchange carrier via public notice.

Customer Service Department and Provisioning Department's employees who communicate with the public will be trained to explain the process to customers for making PIC changes for intraLATA toll calls. The Company personnel will be prepared to make changes in customer records based upon requests from customers or carriers and direct customers to their chosen intraLATA carriers.

At which time that intraLATA toll subscription is implemented in Tennessee, customers may presubscribe to CI<sup>2</sup> or any telecommunications carrier offering intraLATA toll service in their exchange.

Customers who do not make a positive choice for a toll carrier will be identified in the Company's system as a no-PIC", and will not be automatically defaulted to a carrier. Customers identified as a "no-PIC" within the system will be required to dial an access code to place toll calls until they make an affirmative choice for an intraLATA toll carrier.

Process will be in place to provide new customers with an opportunity to choose their intraLATA toll carrier from an updated list of available carriers

The list of intraLATA toll carriers will be presented in a competitively neutral manner.

Customers may make their selection through their own initiative or as a result of the promotional marketing activities of participating intraLATA toll telecommunications carriers. Customers may communicate their choice of carriers directly to CI<sup>2</sup> as their local exchange provider or indirectly through their selected carriers.

---

Customers will be assessed a PIC change charge per CI<sup>2</sup>, Inc's tariff for changing their intraLATA carrier. A \$5.00 PIC charge will be assessed. For a waiver period of 90 days from implementation, customers will not be assessed an intraLATA PIC change charge for their initial intraLATA toll carrier choice. During the 90-day waiver period, a charge of one-half of the interLATA PIC change charge will be assessed when the intraLATA and interLATA carriers are changed to the same carrier during one contact with the Provisioning Department. Only one interLATA charge will be assessed when the intraLATA and interLATA carriers are changed to different carriers during one contact with Provisioning during the waiver period.

The Company will provide customer listing information to carriers in hardcopy and electronic formats in a timely manner through the processes that currently exist for interLATA toll service to avoid slamming in compliance with the FCC order.

Upon implementation, the Company will have an option on its toll-free number, 1-888-657-FAST, for customers to hear a list of available toll carriers.

The Company will use an industry standard request form to accept changes of the carrier.

CI<sup>2</sup> plans to implement intraLATA PIC freezes after the 90-day period has passed.

The incremental costs associated with implementing toll dialing parity will include:

- (a) Training for Customer Service, Provisioning Department personnel
- (b) Customer notification (Bill insert)
- (c) Implementation activity
- (d) PIC Change Charge Waiver

The Company does not propose any mechanism to recover the cost of implementing intraLATA dialing parity.

Current interexchange carriers will be notified of CI<sup>2</sup>'s intraLATA toll dialing parity implementation via letter approximately 90 days in advance of the proposed implementation date. Carriers should provide a list of exchanges in which they plan to offer intraLATA toll service at least 60 days in advance of the implementation date. Certified carriers who enter the market after implementation will be added to the list of participating carriers within 30 days of notifying CI<sup>2</sup>.

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**LISTING**  
**INCUMBENT LOCAL EXCHANGE SERVICE PROVIDERS**  
**CERTIFICATED IN TENNESSEE**  
**(FACILITIES-BASED)**

---

- 1) **ARDMORE TELEPHONE COMPANY, INC.**  
P.O. Box 549  
517 Ardmore Avenue  
Ardmore, TN 38449  
(205) 423-2131  
(205) 423-2208 (Fax)
  
- 2) **BELLSOUTH**  
333 Commerce Street  
Nashville, TN 37201-3300  
(615) 214-3800  
(615) 214-8820 (Fax)
  
- 3) **CENTURY TELEPHONE OF ADAMSVILLE**  
P.O. Box 405  
116 N. Oak Street  
Adamsville, TN 38310  
(901) 632-3311  
(901) 632-0232 (Fax)
  
- 4) **CENTURY TELEPHONE OF CLAIBORNE**  
P.O. Box 100  
507 Main Street  
New Tazewell, TN 37825  
(423) 626-4242  
(423) 626-5224 (Fax)
  
- 5) **CENTURY TELEPHONE OF OOLTEWAH-COLLEGEDALE, INC.**  
P.O. Box 782  
5616 Main Street  
Ooltewah, TN 37363  
(423) 238-4102  
(423) 238-5699 (Fax)
  
- 6) **CITIZENS COMMUNICATIONS COMPANY OF TENNESSEE**  
P O. Box 770  
300 Bland Street  
Bluefield, WV 24701

**LISTING**  
**INCUMBENT LOCAL EXCHANGE SERVICE PROVIDERS**  
**CERTIFICATED IN TENNESSEE**  
**(FACILITIES-BASED)**

---

- 7) **CITIZENS COMMUNICATIONS COMPANY OF THE VOLUNTEER STATE**  
P.O. Box 770  
300 Bland Street  
Bluefield, WV 24701
- 8) **LORETTO TELEPHONE COMPANY, INC.**  
P.O. Box 130  
Loretto, TN 38469  
(931) 853-4351  
(931) 853-4329 (Fax)
- 9) **MILLINGTON TELEPHONE COMPANY, INC.**  
**P.O. Box 429**  
4880 Navy Road  
Millington, TN 38083-0429  
(901) 872-3311  
(901) 873-0022 (Fax)
- 10) **SPRINT-UNITED**  
112 Sixth Street  
Bristol, TN 37620  
(423) 968-8161  
(423) 968-3148 (Fax)
- 11) **TDS TELECOM-CONCORD TELEPHONE EXCHANGE, INC.**  
P.O. Box 22610  
701 Concord Road  
Knoxville, TN 37933-0610  
(423) 966-5828  
(423) 966-9000 (Fax)
- 12) **TDS TELECOM-HUMPHREYS COUNTY TELEPHONE COMPANY**  
P O. Box 552  
203 Long Street  
New Johnsonville, TN 37134-0552  
(931) 535-2200  
(931) 535-3309 (Fax)
- 13) **TDS TELECOM-TELLICO TELEPHONE COMPANY, INC.**  
P.O. Box 9



**LISTING**  
**INCUMBENT LOCAL EXCHANGE SERVICE PROVIDERS**  
**CERTIFICATED IN TENNESSEE**  
**(FACILITIES-BASED)**

---

102 Spence Street  
Tellico Plains, TN 37385-0009  
(423) 671-4600  
(423) 253-7080 (Fax)

**14) TDS TELECOM-TENNESSEE TELEPHONE COMPANY**

P.O. Box 18139  
Knoxville, TN 37928-2139  
(423) 922-3535  
(423) 922-9515 (Fax)

**15) TEC-CROCKETT TELEPHONE COMPANY, INC.**

P.O. Box 7  
Friendship, TN 38034  
(901) 677-8181

**16) TEC-PEOPLE'S TELEPHONE COMPANY, INC.**

P.O. Box 310  
Erin, TN 37061  
(931) 289-4221  
(931) 289-4220 (Fax)

**17) TEC-WEST TENNESSEE TELEPHONE COMPANY, INC.**

P.O. Box 10  
244 E. Main Street  
Bradford, TN 38316  
(901) 742-2211  
(901) 742-2212 (Fax)

**18) UNITED TELEPHONE COMPANY**

P.O. Box 38  
120 Taylor Street  
Chapel Hill, TN 37034  
(931) 364-2289  
(931) 364-7202 (Fax)

**BEFORE THE  
TENNESSEE REGULATORY AUTHORITY  
NASHVILLE, TENNESSEE**

**APPLICATION OF CI<sup>2</sup>, INC.  
FOR A CERTIFICATE TO PROVIDE  
COMPETING LOCAL TELECOMMUNICATIONS  
SERVICES**

**PRE-FILED TESTIMONY OF BEVERLY JACKSON**

I, Beverly Jackson, do hereby testify as follows in support of the application of CI<sup>2</sup>, Inc. (CLEC1) for a Certificate of convenience and necessity as a competing telecommunications services provider to provide telecommunications services throughout the State of Tennessee.

**Q: PLEASE STATE YOUR FULL NAME, BUSINESS ADDRESS AND POSITION.**

**A:** My name is Beverly Jackson and my business address is 200 Galleria Parkway, Suite 1200, Atlanta, Georgia 30339. I am the Manager of Regulatory Affairs.

**Q: PLEASE BRIEFLY DESCRIBE YOUR DUTIES.**

**A.** As Manager of Regulatory Affairs, my responsibilities include oversight of all areas of regulatory compliance including the application for license to provide basic local exchange service in Tennessee.

**Q: PLEASE DESCRIBE YOUR BUSINESS EXPERIENCE AND EDUCATIONAL BACKGROUND.**

**A:** Before joining CI<sup>2</sup>, I had retired from BellSouth Telecommunications, Inc. Of my 26 years at BellSouth, I spent 17 years as a Service Representative, specializing in order-taking from the marketing department for large customers ordering complex services which included ESSX services, analog and digital data private line services, and WATS/800 services. I also was a service representative in the D.E.C.C.O. business office which handled service orders and billing for the

United States Department of Defense and the Federal Aviation Administration from which I was promoted to Assistant Staff Manager in Training. As Assistant Staff Manager of Instructional Design, my responsibilities included training service representatives working in the major account centers where government and other large customers' requests were handled. I assisted in the development of courses including, but not limited to, WATS/800 service, local private line service, analog and digital data services, foreign exchange service, and off-premises extensions for the nine-state BellSouth region.

I attended Spelman College pursuing a degree in Mathematics, and Georgia State University in Business Administration.

**Q: ARE ALL STATEMENTS IN CI<sup>2</sup>, INC. TRUE AND CORRECT TO THE BEST OF YOUR KNOWLEDGE, INFORMATION AND BELIEF?**

A: Yes

**Q: PLEASE DESCRIBE THE CURRENT STRUCTURE OF CI<sup>2</sup>, INC.**

A: See Attachment

**Q: DOES CI<sup>2</sup>, INC. POSSESS THE REQUISITE MANAGERIAL, FINANCIAL, AND TECHNICAL ABILITIES TO PROVIDE THE SERVICES FOR WHICH IT HAS APPLIED FOR AUTHORITY?**

A: Yes

**Q: PLEASE DESCRIBE CI<sup>2</sup>, INC.'S FINANCIAL QUALIFICATIONS.**

A: CI<sup>2</sup> has sufficient financial capability to provide the requested telecommunications services in Tennessee, the financial capability to maintain these services, and the financial capability to meet its lease and ownership obligations. Attached in this application as **Exhibit F** are CI<sup>2</sup>'s un-audited financial records including forecasted Balance Sheet, Income Statement and Cash

Flows for 2003 through 2007. The information provided demonstrates that CI<sup>2</sup> fully meets the financial requirements for a basic local exchange service license in Tennessee.

**Q: PLEASE DESCRIBE CI<sup>2</sup>'S MANAGERIAL AND TECHNICAL QUALIFICATIONS.**

A: CI<sup>2</sup>, Inc. has assembled an outstanding team of managers and support staff. Descriptions of the telecommunications and managerial experience of CI<sup>2</sup>'s key personnel are attached as **Exhibit E**.

**Q: WHAT SERVICES WILL CI<sup>2</sup>, INC. OFFER?**

A. The Company will offer basic local and toll telecommunications services on a resale and/or facilities-based basis.

**Q: WILL CI<sup>2</sup>, INC. OFFER SERVICES TO ALL CUSTOMERS WITHIN ITS SERVICE AREA?**

A: Yes. The Company will serve any customer upon request, subject to the provision of its end user tariff.

**Q: DOES CI<sup>2</sup>, INC. PLAN TO OFFER LOCAL EXCHANGE TELECOMMUNICATIONS IN AREAS SERVED BY ANY INCUMBENT LOCAL EXCHANGE TELEPHONE COMPANY WITH FEWER THAN 100,000 TOTAL ACCESS LINES?**

A. The Company will offer services in all areas of Tennessee, except to any customers located in rural incumbent LEC's service areas for which rights are reserved according to Section 251(b) of the Telecommunications Act of 1996.

**Q: WILL THE GRANTING OF A CERTIFICATE OF CONVENIENCE AND NECESSITY TO CI<sup>2</sup>, INC. SERVE THE PUBLIC INTEREST?**

A: CI<sup>2</sup>, Inc.'s application seeking entry into the Tennessee local exchange market is in the public interest because it will provide Tennessee consumers with an enhanced range of telecommunications services, will increase customer choice, will encourage carriers to provide more efficient and personalized service at lower prices, will provide users with greater reliability, and will create competitive pressure on carriers to provide more responsive customer service. CI<sup>2</sup> respectfully submits its entry will bolster competition for the provision of local telecommunications services, which is essential to the state's economic health and well-being.

**Q: DOES CI<sup>2</sup>, INC. INTEND TO COMPLY WITH ALL TRA RULES, STATUTES, AND ORDERS PERTAINING TO THE PROVISION OF TELECOMMUNICATIONS SERVICES IN TENNESSEE, INCLUDING THOSE FOR DISCONNECTION AND RECONNECTION OF SERVICE?**

A. Yes

**Q: HAS ANY STATE EVER DENIED CI<sup>2</sup>, INC. OR ONE OF ITS AFFILIATES AUTHORIZATION TO PROVIDE INTRASTATE SERVICE?**

A. No

**Q: HAS ANY STATE EVER REVOKED THE CERTIFICATION OF CI<sup>2</sup>, INC. OR ONE OF ITS AFFILIATES?**

A. No

**Q: HAS CI<sup>2</sup>, INC. OR ANY OF ITS AFFILIATED EVER BEEN INVESTIGATED OR SANCTIONED BY ANY REGULATORY FOR SERVICE OR BILLING IRREGULARITIES?**

A. No

**Q: WHO IS KNOWLEDGEABLE ABOUT CI<sup>2</sup>, INC.'S OPERATION AND WILL SERVE AS CI<sup>2</sup>'S OPERATIONS AND WILL SERVE AS CI<sup>2</sup>'S REGULATORY AND CUSTOMER SERVICE CONTACT?**

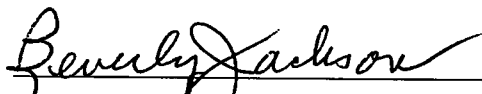
A. Beverly Jackson  
200 Galleria Pkwy, Suite 1200  
Atlanta, Georgia 30339  
770-425-2267 X 239

**Q: PLEASE EXPLAIN IN DETAIL CI<sup>2</sup>, INC.'S PROPOSED PROCEDURES FOR RESPONDING TO INFORMATION REQUESTS FROM THE TRA AND ITS STAFF.**

A. Information received from the TRA, whether in writing, orally or electronically, will be answered no later than close of business on the following day, if it cannot be handled immediately.

**Q: DOES THIS CONCLUDE YOUR TESTIMONY?**

I swear that the foregoing testimony is true and correct to the best of my knowledge.

  
Beverly Jackson

Manager of Regulatory Affairs  
CI<sup>2</sup>, Inc.

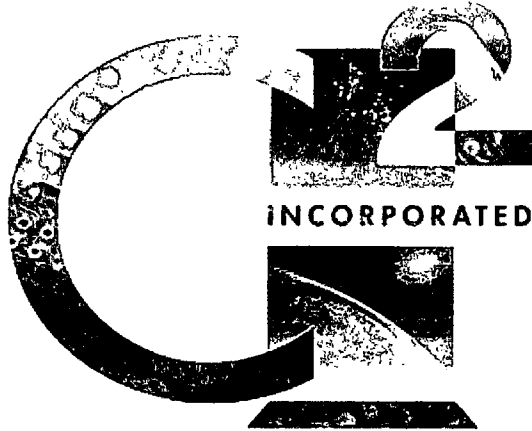
Subscribed and sworn to me on this 7 day of October, 2004.

Notary Public 

State of Georgia

County of Cobb

My commission expires 5/24/07



CI<sup>2</sup>, INC.

**REGULATIONS AND SCHEDULE OF CHARGES**  
**APPLICABLE TO**  
**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**  
**WITHIN THE STATE OF TENNESSEE**

**CHECK SHEET**

All of the pages of this Tariff are effective as of the date shown at the bottom of the page.

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**EXPLANATION OF SYMBOLS**

The following symbols shall be used in this tariff for the purpose indicated below:

C	Changed regulation
D	Discontinued rate or regulation
I	Increase in rate
M	Matter relocated without change
N	New rate or regulation
R	Reduction in rate
S	Reissued matter
T	Change in text, but no change in rate or regulation

---

**TARIFF FORMAT**

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Tennessee Regulatory Authority. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1
  - 2.1.1
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a tariff filing is made with the Tennessee Regulatory Authority, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Tennessee Regulatory Authority.

**APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the local exchange, and intrastate toll communications services within the state of Tennessee.

---

## SECTION 1 - DEFINITIONS

For the purpose of this tariff, the following definitions will apply:

**Access Line** - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Company's location or switching center.

**Authorized User** - A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

**CI<sup>2</sup>, Inc.** - CI<sup>2</sup>, Inc.

**Commission** - The Tennessee Regulatory Authority.

**Company** - Whenever used in this tariff, "Company" refers to CI<sup>2</sup>, Inc., unless otherwise specified or clearly indicated by the context.

**Customer or Subscriber** - The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.



---

**SECTION 1 - DEFINITIONS**

**Deposit** - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

**DID Trunk** - A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company receptionist.

**DTMF (Dual Tone Multifrequency) Pulsing** - A way of signaling consisting of a push button or touch-tone dial that produces two discrete tones, interpreted by telephone switches; touch tone.

**End Office** - With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by TELcordia.

**Hearing Impaired** - Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

**ICB** - Individual Case Basis.

**Identified-Outward Dialing (IOD)** - A service attribute that allows individual station users to access and dial outside numbers directly.

**IXC** - means an interexchange company which is a company authorized by the Tennessee Regulatory Authority to provide long distance communications services within the State of Tennessee.

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**SECTION 1 - DEFINITIONS**

**LATA** - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association Tariff F.C.C. No. 4.

**LEC** - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

**Local Channel** - Denotes that portion of the network required for connecting the Customer's premises with the serving wire center.

**Monthly Recurring Charges** - The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

**MF (Multifrequency) Pulsing** - An in-band address signaling method in which ten decimal digits and five auxiliary signals are each represented by selecting two frequencies (one high and the other low) and combining them into one musical sound.

**Nonrecurring Charge ("NRC")** - A charge assessed on a one-time basis or "per occasion" basis.

**NPA** - Numbering plan area or area code.

**PBX** - Private Branch Exchange.

**Point of presence ("POP")** - means the location where an IXC has transmission equipment in a service area that serves as, or relays calls to, the interexchange network.

## **SECTION 1 - DEFINITIONS**

**Recurring Charges** - The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

**Service(s)** - Refers to all telecommunications services and other services related thereto provided by the Company to Customers or Users.

**Service Establishment Date** - The first day following the date on which the Company notifies the Customer that the requested service or facility is installed, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

## SECTION 1 - DEFINITIONS

**Telecommunications Service** - Telecommunications offered for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

**Terminal Equipment** - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

**Two Way** - A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

**Usage Based Charges** - Charges for calls which are based on increments of time, or number of messages completed over the local exchange network.

**User (or End-user)** - Any person or entity that obtains the Company's services provided under this tariff, regardless of whether such person or entity is so authorized by the Customer.

## SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of the Company

#### 2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way transmission originating from points within the State of Tennessee, and terminating within a local calling area as defined herein.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

#### 2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

## **SECTION 2 - RULES AND REGULATIONS**

### **2.1 Undertaking of the Company, (Cont'd.)**

#### **2.1.3 Terms and Conditions**

- A.** Service is provided on the basis of a minimum period of at least thirty days. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- B.** Customers may be required to enter into written or verbal service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C.** This tariff shall be interpreted and governed by the laws of the State of Tennessee without regard for its choice of laws provision.
- D.** To the extent that another carrier exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the Company to reach a person or entity, the Company will put forth its best effort to have the other carrier make them available to the Company on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other carrier should jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.

**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of the Company, (Cont'd.)****2.1.3 Terms and Conditions, (Cont'd.)**

- E. If service which is being provided pursuant to a term contract is requested to be moved to a different address during the term, then a new term commitment, installation charges and disconnect charges may apply, and recurring monthly charges may be affected.
- F. Services offered by the Company are normally provided in one-year term increments. Specialized Customer plans may be made available under the terms and conditions of this tariff for contract services. Upon expiration, the term agreement will automatically be renewed at each applicable location for successive terms equal in length to the minimum term previously agreed to by the Company and the Customer, unless either party gives the other party written notice of non-renewal no less than thirty (30) days prior to the end of the current term.
- G. Any equipment installed by the Company on the Customer's premises and not purchased by the Customer will remain the property of the Company. The Customer will be responsible for all damage to any Company equipment caused by the Customer or its employees. The Customer will be responsible for providing reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If the Customer requires special construction to its premises or facilities as part of the Company's provision of this service, or if the Customer requests a change in location of all or part of the service prior to the completion of construction or installation, the Customer will be responsible for all costs associated with the special construction or relocation. The Company will have no responsibility or obligations for the repair or maintenance of any third-party equipment purchased by the customer in connection with this service. Upon termination of service, the Customer will permit access by the Company to remove the Company's equipment.

**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of the Company, (Cont'd.)****2.1.3 Terms and Conditions, (Cont'd.)**

- H.** The Company assumes no responsibility for the information obtained or otherwise available through the Service. All information accessed by the Customer through the Service is accessed and used at the Customer's own risk and the Company will have no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relation to the access of such information by the Customer. The Company has no obligation to monitor transmissions made on the service. However, the Company has the right to monitor such transmissions from time to time and to disclose the same as required to satisfy any applicable law, regulation or other lawful governmental request. The Company also reserves the right to remove any information or materials, in whole or in part, that it deems unacceptable, undesirable, or in violation of this tariff.
- I.** If the Customer has undisputed past due toll charges owed to the Company, the Company reserves the right not to honor the customer's request for a change in toll free service to another carrier until such past due charges are paid in full.
- J.** The Customer will be responsible for paying for all calls originating from the Customer's premises whether or not authorized by the Customer.
- K.** The Company will use its reasonable best efforts to provide the services ordered on or before the requested dates, however, because of the potential difficulties involved in interfacing with multiple vendors, there is no delivery guarantee. The Customer must be prepared to allow for installation when notified of the circuits being tested and released.
- L.** A Customer may not assign his or service or her agreement without the prior written consent of the Company.



**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations of Liability**

- A. The provisions of this section do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of laws by the Company.
- B. Except as provided in Paragraphs (A) and (B) of this section, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in any of the services or private line, alphabetical directory listings, and all other services shall in no event exceed an amount equal to the pro rata charges to the Customer for the periods during which the services or facilities are affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect of any one service or facility affects or diminishes the value of any other service, said liability shall include such diminution, but in no event shall exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.
- C. The Company shall not be liable for errors in transmitting, receiving or delivering oral messages by telephone over the lines of the Company and connecting utilities.
- D. The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system.
- E. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the customers who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and, if practicable, at times that will cause the least inconvenience.

**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations of Liability, (Cont'd.)**

- F.** Except for the extension of allowances to the Customer for interruptions in Service as set forth in this tariff and as otherwise provided in paragraphs A and B of this section, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue, profits, business or goodwill, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any Service or any failure in or breakdown of facilities associated with the Service.
- G.** The liability of the Company for errors in billing shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- H.** The Company shall not be liable for any claims for loss or damages of any kind involving:
1. Any act or omission of: (1) the Customer, (2) any other entity furnishing Service, equipment or facilities for use in conjunction with Services or facilities provided by the Company; or (3) common carriers;
  2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
  3. Any unlawful or unauthorized use of the Company's facilities and Services;

**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations of Liability, (Cont'd.)****H. (cont'd.)**

4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or Services; or by means of the combination of Company-provided facilities or Services with Customer-provided facilities or Services;
5. Breach in the privacy or security of communications transmitted over the Company's facilities;
6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or Services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or Services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this tariff;
7. Defacement of or damage to Customer premises resulting from the furnishing of Services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;

## SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of the Company, (Cont'd.)

#### 2.1.4 Limitations of Liability, (Cont'd.)

##### H. (cont'd.)

9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
11. Any non-completion of calls due to network busy conditions as long as the Company is meeting the applicable service standards of the Tennessee Regulatory Authority;
12. Any calls not actually attempted to be completed during any period that Service is unavailable.

**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations of Liability, (Cont'd.)**

- J.** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the Service.
- K.** The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for Service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or Services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.
- L.** The Company assumes no responsibility for the availability or performance of any equipment or facilities provided or owned by the Customer.
- M.** Except as provided elsewhere in this tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations of Liability, (Cont'd.)**

**N. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.**

**O. Directory Errors**

The Company will allow for errors or omissions in alphabetical telephone directories (excluding the use of bold-face type) an amount within the following limits:

- (a) For listings in alphabetical telephone directories furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the effective life of the directory in which the error or omission occurred.
- (b) For listings and lines of information in alphabetical telephone directories furnished at additional charge set forth in the Rate Schedules of this tariff, an amount not in excess of the charge for that listing or line of information during the effective life of the directory in which the error or omission occurred.
- (c) For listings in information records furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the period the error or omission occurred.
- (d) For listings in information records furnished at additional charge, an amount no in excess of the charge for the listing during the period the error or omission continued.

## SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of the Company, (Cont'd.)

#### 2.1.4 Limitations of Liability, (Cont'd.)

##### O. Directory Errors, (cont'd.)

- (e) For listings in telephone directories furnished in connection with mobile telephone service, an amount not in excess of the guarantee and fixed charges for the service during the effective life of the directory in which the error or omission occurred.

#### 2.1.5 Notification of Service-Affecting Activities

The Company will make good faith efforts to provide the Customer with notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to; equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

#### 2.1.6 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- B. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer, unless requested by the Customer or required to do so by technical considerations.

## SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of the Company, (Cont'd.)

#### 2.1.6 Provision of Equipment and Facilities, (Cont'd.)

- C. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- D. Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- E. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
  - 1. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  - 2. the reception of signals by Customer-provided equipment; or
  - 3. network control signaling where such signaling is performed by Customer provided network control signaling equipment.

#### 2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.



## SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of the Company, (Cont'd.)

#### 2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

#### 2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors or suppliers.

## SECTION 2 - RULES AND REGULATIONS

### 2.2 Prohibited Uses

- 2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.3** A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and nonrecurring installation charges as stated in this tariff will apply.
- 2.2.4** In accordance with Tenn. Comp. R. & Regs. R. 1220-4-11.02(5), the Company will not provide any network element or service to telephone solicitors, as defined in Tenn. Comp. R. & Regs. R. 1220-4-11.01(15), that would block or otherwise interfere with on a per line basis the display of the telephone solicitor's name and telephone number on the residential subscriber's caller ID equipment, as telephone solicitors are prohibited from knowingly using telephone equipment or telecommunication network elements to block or otherwise interfere with the caller ID function on the telephone of a residential telephone subscriber to whom a telephone solicitation is made so that the telephone number of the caller is not displayed on the telephone equipment of the called party.

## SECTION 2 - RULES AND REGULATIONS

### 2.3 Responsibilities of the Customer

#### 2.3.1 General

- A. The Customer is responsible for placing any necessary orders; for complying with tariff regulations; for the placement of any stickers or tent cards provided by the Company or as required by law; and for assuring that Users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to Services provided or made available by the Customer to Users. The Customer is also responsible for the payment of charges whether or not authorized by Customer.
- B. The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- C. If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- D. The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required by Company personnel to install, repair, maintain, program, inspect or remove equipment with the provision of the Company's Services. Upon termination of services, Customer will provide the Company with access to the premises for equipment removal and other necessary activities to terminate service.

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**SECTION 2 - RULES AND REGULATIONS****2.3 Responsibilities of the Customer, (Cont'd.)****2.3.1 General, (Cont'd.)**

- E.** The Customer shall ensure that the equipment and/or system is properly interfaced with Company facilities or Services, that the signals emitted into the Company's Network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade Service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel, or the quality of Service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's Service.
- F.** The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by the negligent or willful acts or omissions of the Customer, Users, or others, by improper use of the Services, or by use of equipment provided by the Customer, Users, or others.
- G.** The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises at the full cost of replacement.
- H.** The Customer is responsible for payment of all charges for Services and equipment provided under this tariff.
- I.** The Customer shall keep all Company equipment free from liens, security interests, and other encumbrances.

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## **SECTION 2 - RULES AND REGULATIONS**

### **2.3 Responsibilities of the Customer, (Cont'd.)**

#### **2.3.1 General, (Cont'd.)**

- J.** The Customer is responsible for compliance with the applicable regulations set forth in this tariff.
- K.** The Customer shall indemnify and save the Company harmless from all liability disclaimed by the Company as specified in this tariff, arising in connection with the provision of Service by the Company, and shall protect and defend the Company from any suits or claims against the Company and shall pay all expenses and satisfy all judgments rendered against the Company in connection herewith. The Company shall notify the Customer of any suit or claim against the Company of which it is aware.

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**SECTION 2 - RULES AND REGULATIONS****2.3 Responsibilities of the Customer, (Cont'd.)****2.3.2 Liability of the Customer**

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

## SECTION 2 - RULES AND REGULATIONS

### 2.4 Customer Liability for Unauthorized Use of the Network

#### 2.4.1 Unauthorized Use of the Network

- A. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's Services provided under this tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's Services provided under this tariff, or uses specific services that are not authorized.
- B. The term "fraudulent use" includes but is not limited to the following activities:
1. Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
  2. Using or attempting to use the Network with the intent to avoid payment, either in whole or in part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this tariff to any service components used to furnish the Company's Services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
  3. Toll free callers using the Network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and
  4. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.
- C. Customers are advised that use of telecommunications equipment and Services, including that provided under this tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this tariff. Furthermore, Customers must notify the Company verbally or in writing of unauthorized use or charges appearing on the Customer's bill.

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**SECTION 2 - RULES AND REGULATIONS****2.4 Customer Liability for Unauthorized Use of the Network, (Cont'd.)****2.4.2 Liability for Unauthorized Use**

- A.** Except as provided for elsewhere in this tariff, the Customer is responsible for payment of all charges for Services provided under this tariff. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer provided equipment by Users or other third parties, the Customer's employees, or the public.
- B.** The Customer is responsible for payment of all outbound call charges arising from calls placed to a Customer's 800 service number, whether or not such calls are authorized or fraudulent, where the User gains access to the Customer's outbound calling equipment and services.
- C.** The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including Service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages. The Company will take reasonable steps, upon verbal or written notification that fraud has occurred, or is believed to have occurred, to assist the customer in identifying the nature and/or source of the fraud, and in terminating the fraudulent use of the Customer's service.

The Company will also assist the Customer in facilitating changes in phone numbers, and assist the Customer in identifying the perpetrator(s) of the fraud for purposes of pursuing civil remedies.

- D.** The Customer is responsible for payment of any charges related to the suspension and/or termination of Service, and any charges for reconnection of Service, incurred as a result of unauthorized use of the Network.



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**SECTION 2 - RULES AND REGULATIONS****2.5 Customer Equipment and Channels****2.5.1 General**

- A. A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade and broadband telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

**2.5.2 Station Equipment**

- A. Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's network.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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**SECTION 2 - RULES AND REGULATIONS****2.5 Customer Equipment and Channels, (Cont'd.)****2.5.3 Inspections**

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.5.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action, as it deems necessary, to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- C. The Company reserves the right to terminate Customer's service immediately without notice in the event of a condition determined by the Company to be hazardous or dangerous.

## **SECTION 2 - RULES AND REGULATIONS**

### **2.6 Customer Deposits and Advance Payments**

#### **2.6.1 Deposits**

- A.** To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with Tennessee Regulatory Authority Rule 1220-4-2-.11(i). A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. A deposit may be required in addition to an advance payment.
- B.** Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- C.** Deposits will accrue interest annually at the rate of 5% per annum. Upon request of the Customer, accrued interest shall be annually credited to the Customer by deducting such interest from the amount of the next bill for service following the accrual date.
- D.** The Company will refund the deposits of Customers who have paid their bills for the length of the term of their initial contract fully and on time.

#### **2.6.2 Advance Payments**

- A.** To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer.
- B.** The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

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## SECTION 2 - RULES AND REGULATIONS

### 2.7 Payment Arrangements

#### 2.7.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer. The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental and regulatory jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will not separately charge for the Tennessee gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

#### 2.7.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A. Nonrecurring charges are due and payable upon receipt of the Company's invoice by the Customer.
- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable upon receipt. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

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**SECTION 2 - RULES AND REGULATIONS****2.7 Payment Arrangements, (Cont'd.)****2.7.2 Billing and Collection of Charges, (Cont'd.)**

- D.** Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the requested service or facility is installed, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E.** If any portion of the payment is not received by the Company within 20 days from the date of billing, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge will not be assessed to any previously billed late payment charges. Late payment charges are to be applied without discrimination.
- F.** The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Tennessee Regulatory Authority in accordance with the Authority's rules of procedure.
- G.** If service is disconnected by the Company (in accordance with Section 2.7.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.7.3 following) and later restored, restoration of service will be subject to the rates in Section 4.1 of this tariff.

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**SECTION 2 - RULES AND REGULATIONS****2.7 Payment Arrangements, (Cont'd.)****2.7.3 Discontinuance of Service for Cause**

The Company may discontinue service without liability for the following reasons provided in this Section. Customers will be provided five (5) days written notice prior to discontinuance unless otherwise indicated. Upon the Company's discontinuance of service to the Customer under Section 2.7.3(A) or 2.7.3(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

- A. Upon nonpayment of any amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability.
- B. Upon violation of or non-compliance with Authority's Regulations governing service supplied by telephone utilities, or for violation or non-compliance with the Company's rules in this tariff on file with the Authority.

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**SECTION 2 - RULES AND REGULATIONS****2.7 Payment Arrangements, (Cont'd.)****2.7.3 Discontinuance of Service for Cause, (Cont'd.)**

- C. Upon any governmental prohibition or government required alteration of the services to be provided, or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- D. In the event of unauthorized use of telephone service.
- E. In the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- F. In the event of tampering with equipment or services furnished by the company.
- G. The Customer is responsible for providing adequate access lines to enable the Company to terminate all toll-free (e.g., 800/888) service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate 800 Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after ninety (90) days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's 800 Service, with thirty (30) days' written notice.
- H. For failure of the Customer to permit reasonable access by the Company to its equipment.

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**SECTION 2 - RULES AND REGULATIONS****2.7 Payment Arrangements, (Cont'd.)****2.7.4 Notice to Company for Cancellation of Service**

Customers desiring to terminate service shall provide the Company notice to terminate service. Cancellation notice will be provided to the Company according to the terms of the Customer's contract or as provided in this tariff.

**2.7.5 Cancellation of Application for Service**

- A. Where the Customer seeks to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described in 2.7.5(B) through 2.7.5(C) will be calculated and applied on a case-by-case basis.



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**SECTION 2 - RULES AND REGULATIONS****2.7 Payment Arrangements, (Cont'd.)****2.7.6 Changes in Service Requested**

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

**2.7.7 Return Check Charge**

The Company reserves the right to assess a return-check charge of \$25.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company by a bank for insufficient funds.

**2.8 Allowances for Interruptions in Service****2.8.1 General**

- A. A credit allowance will be given when service is interrupted, except as specified in Section 2.8.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff. The Company reserves the right to periodically review and modify its credit allowance policy.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

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**SECTION 2 - RULES AND REGULATIONS****2.8 Allowances for Interruptions in Service, (Cont'd.)****2.8.1 General, (Cont'd.)**

- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

**2.8.2 Limitations of Allowances**

No credit allowance will be made for any interruption in service:

- A. Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the reasonable control of the Company;
- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

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**SECTION 2 - RULES AND REGULATIONS****2.8 Allowances for Interruptions in Service, (Cont'd.)****2.8.2 Limitations of Allowances , (Cont'd.)**

- E.** A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.8.3), or utilize another service provider;
- F.** During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G.** That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H.** That was not reported to the Company within thirty (30) days of the date that service was affected.

**2.8.3 Use of Another Means of Communications**

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

## **SECTION 2 - RULES AND REGULATIONS**

### **2.8 Allowances for Interruption in Service, (Cont'd.)**

#### **2.8.4 Application of Credits for Interruptions in Service**

- A.** Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B.** For calculating credit allowances, every month is considered to have thirty (30) days.
- C.** A credit allowance will be given for interruptions of twenty-four (24) consecutive hours or more. The credit will be calculated as the pro rata part of the month's charge for the period of days and that portion of the service rendered useless or inoperative.

## SECTION 2 - RULES AND REGULATIONS

### 2.9 Cancellation of Service/Termination Liability

If a Customer cancels a service order or terminates services before the completion of the term or where the Customer breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.7.2.

#### 2.9.1 Cancellation of Service by the Customer

- A. In the event Company has failed to substantially cure any material default or failure of performance under the Service Order (or Customer Service Agreement) within thirty (30) days after Company's receipt of Customer's written notice describing with reasonable specificity such alleged material default of failure of performance, then Customer may terminate the Service Order (or Customer Service Agreement) for cause by giving Company a written notice of termination within fifteen (15) days after the expiration of said thirty (30) day period. In the event the Service Order (or Customer Service Agreement) covers Services at several locations, Customer's right to terminate such Service Order (or Customer Service Agreement) shall be limited to termination of the Services at the affected locations only.
- B. If a Customer cancels a Service Order (or Customer Services Agreement) or terminates Services before the completion of the term for any reason whatsoever other than (1) permitted under A. above; or (2) other than a service interruption (as defined in 2.8.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.7.2, all costs, fees and expenses incurred in connection with:
- 1) all Non-Recurring Charges reasonably expended by Company to install, provide, and remove service to Customer, plus
  - 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus

## SECTION 5 - LOCAL SERVICES DESCRIPTIONS

### 5.1 General

#### 5.1.1 Services Offered

The following CI2, Inc. Local Services are available to Business Customers:

- Individual Business Line Service
  - Flat rate
  - Measured Rate
  - Message Rate
- Touch-Tone Calling Service
- DID Service
- IOD Service
- ISDN Service
  - Primary Rate Interface (PRI)
  - Basic Rate Interface (BRI)
- Custom Calling Services

#### 5.1.2 Application of Rates and Charges

All services offered in this tariff are subject to service ordering and change charges where the Customer requests new services or changes in existing services, as well as applicable nonrecurring and monthly recurring charges.

#### 5.1.3 Term Plans

Discounts on rates for the Company's services are available based on term commitments. Customers who elect to subscribe to a term plan will receive a discount off the regular monthly recurring rates. Discounts vary based on the term commitment. Term plans are normally offered in periods covering one, two or three years. Specialized Customer plans may be made available under the terms and conditions of this tariff for Contract Services. A term plan will commence on the installation date of the services to which the customer subscribes unless otherwise specified in the Customer's Agreement. If service that is provided under a plan is requested to be moved to a different address, then a new term commitment, installation and disconnect charges may apply, and monthly recurring charges may be affected. The Company will undertake a request for service to be moved to a different address upon at least six weeks notice by the Customer. Cancellation provisions and termination liability conditions as described in Section 2.1.3 and 2.8 of this tariff apply.

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**SECTION 4 - SERVICE CHARGES AND SURCHARGES****4.1 Service Charges, (Cont'd.)****4.1.2 Business Rates and Charges****A. Line Connection Charge**

1. Applies per exchange access line, trunk, Network Access Register, or Centrex service main station line.

(a) First Line (per customer request)	\$58.50
(b) Additional Line (each)	31.00

**B. Line Change Charge**

1. Applies per exchange access line, trunk, Network Access Register, or Centrex main station line.

(a) First Line (per customer request)	47.00
(b) Additional Line (each)	15.00

**C. Secondary Service Charge**

1. Applies per customer request 24.00

**D. Premises Work Charges**

1. First 15-minute increment or fraction thereof 28.00
2. Each additional 15-minute increment or fraction thereof 11.00

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**SECTION 4 - SERVICE CHARGES AND SURCHARGES****4.1 Service Charges****4.1.1 Definitions**

Service Charge is a nonrecurring charge or charges applying to the ordering, installing, moving, changing, rearranging or furnishing of telecommunication services or facilities. Service Charges are categorized as:

- Line Connection Charge
- Line Change Charge
- Secondary Service Charge
- Premises Work Charge

Line Connection Charge (First Line, Additional Line) applies for establishing an exchange access line or trunk. The charge includes service ordering, central office work, exchange access line work and a standard voice miniature six position network interface.

Line Change Charge (First Line, Additional Line) applies per line to miscellaneous customer requested changes on existing service for, but not limited to, number change and suspend/restore.

Secondary Service Charge applies per customer request for the receiving, recording, and processing of customer requests to change services or add new or additional services.

Premises Work Charge is a nonrecurring charge based on the labor time and miscellaneous material required to perform customer requested work such as rearranging the drop wire, protector and/or network interface.



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**SECTION 3 - SERVICE AREAS****3.1 Exchange Service Areas**

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by BellSouth Telecommunications, Inc.

**3.2 Rate Groups**

Charges for local services provided by the Company may be based, in part, on the Rate Group associated with the Customers End Office. The Rate Group is determined by the total access lines and PBX trunks in the local calling area which can be reached from each End Office.

In the event that an Incumbent LEC or the Tennessee Regulatory Authority reclassifies an exchange or End Office from one Rate Group to another, the reclassification will also apply to CI<sup>2</sup>, Inc. customers who purchase services under this tariff. Local calling areas and Rate Group assignments are equivalent to those areas and groups specified in BellSouth Telecommunications, Inc. Tennessee General Subscriber Service Tariff ("GSST").

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**SECTION 2 - RULES AND REGULATIONS****2.11 Notices and Communications**

- 2.11.1** The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.11.2** The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.11.3** Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.11.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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**SECTION 2 - RULES AND REGULATIONS****2.10 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties to a) any subsidiary, parent company or affiliate of the Company; b) pursuant to any sale or transfer of substantially all the assets of the Company; or c) pursuant to any financing, merger or reorganization of the Company.

**SECTION 2 - RULES AND REGULATIONS****2.9 Cancellation of Service/Termination Liability, (Cont'd.)****2.9.1 Cancellation of Service by****B. (Cont'd.)**

- 3) all applicable Recurring Charges multiplied by the number of months remaining in the current term, plus
- 4) damages and costs incurred by Company in connection with Customer's cancellation or termination of the Service Order (or Customer Service Agreement), including, without limitation, court costs, reasonable attorneys' fees and interest on past due amounts.

- C.** All cancellations of service must be submitted in writing, clearly stating the name of the Customer and the location for which cancellation is being requested, the authorized signature of the Customer, and the services to be cancelled. The date the cancellation notice is received will be considered the cancellation date.
- D.** Except as provided in Section 2.7.5, the Customer may not terminate the service or the agreement during any interim period between the execution by the Customer of the Customer Services Agreement and the actual installation date. If the Customer terminates the agreement during such interim period, the Customer will be liable for any applicable termination charges as described in Section 2.7.5 above.
- E.** The Company reserves the right to terminate an agreement or suspend service for reasons as set forth in Section 2 of this tariff.

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**SECTION 5 – LOCAL SERVICES DESCRIPTIONS****5.1 General (Cont'd.)****5.1.4 Emergency Services Calling Plan**

Access to the local operator or emergency services bureau by dialing 0- or 9-1-1 is offered at no charge to the Customer. Message toll telephone calls, to governmental emergency service agencies as set forth in (A) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (B) following are offered at no charge to Customers:

- A. Governmental fire fighting, Tennessee State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.
- B. An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.

**5.1.5 Telecommunications Relay Service (TRS)**

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and vice versa. A Customer will be able to access the state provider to complete such calls.

**SECTION 5 - LOCAL SERVICES DESCRIPTIONS****5.2 Touch-Tone Calling Service****5.2.1 Description**

- A. Touch-Tone Calling Service provides for the origination of telephone calls by means of instruments equipped for tone-type address signaling.
- B. The service is furnished for use with individual central office lines, Centrex-type services, and PBX trunks.
- C. Touch-Tone Calling Service requires special central office equipment and will be provided only in those central offices areas where a central office has been equipped for Touch-Tone Service.

**5.2.2 Application of Charges**

- A. Service charges in Section 4.1.2 do not apply to the installation or removal of Touch-Tone Calling Service

**5.2.3 Rates and Charges**

- A. Touch-Tone Calling Service Rates and Charges shall apply where the customer has the capability to originate calls by means of instruments equipped for touch-tone dialing and where the special central office facilities exist.
- B. The following monthly rates apply for Touch-Tone Calling Service and are in addition to all other applicable rates and charges for the facilities and service furnished.
- C. A Service Charge does not apply if Touch-Tone Service is provided coincident with Company initiated work involving a number change associated with making touch-tone capacity available.
- D. Individual and Two-Party Line Service and PBX Trunks Arranged for Both-Way or Outward Service On Two-party lines, rate is applicable per subscriber to Touch-Tone Service.

	<b>Monthly Rate</b>
1. Per business line or trunk	\$3.00
2. Per Centrex Station Line equipped for Touch-Tone signaling.	1.00

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**SECTION 5 - LOCAL SERVICES DESCRIPTIONS****5.3 Individual Business Line Service**

Business Service provides local exchange service to business Customers via the resale of incumbent LEC services. Business Service provides the business Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Access lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. Certain calling features may be ordered with Business service for an additional monthly charge as shown in Section 5.8 of the Tariff.

Business Service lines are provided on a single party (individual) basis only. No multiparty lines are provided.

Recurring charges for Business Service are billed monthly in advance. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

**5.3.1 Flat Rate Service**

- A. The rates specified herein, with zone mileage charges when applicable to service furnished outside the base rate area of an exchange, entitle Customers to an unlimited number of messages to all station lines bearing the designation of central offices within the serving exchange and additional exchanges.

1. Rate Groups include Main Station Lines, PBX trunks, and Centrex-type Main Station Lines.

(a) Group 1	\$27.05
(b) Group 2	30.80
(c) Group 3	32.75
(d) Group 4	39.05
(e) Group 5	39.70

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**SECTION 5 - LOCAL SERVICES DESCRIPTIONS****5.3 Business Service, (Cont'd.)****5.3.2 Measured Rate Service**

A. Measured Rate Service is applicable to Individual Line or Trunk Measure Service in locations where facilities are available.

1. Rate groups include Main Station Lines, PBX Trunks, and Centrex-type Main Station Lines.

(a) Group 1	\$18.95
(b) Group 2	21.55
(c) Group 3	22.95
(d) Group 4	27.35
(e) Group 5	27.80



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**SECTION 5 - LOCAL SERVICES DESCRIPTIONS****5.3 Business Service, (Cont'd)****5.3.3 Message Rate Service**

A. Rate groups include Main Station Lines, PBX Trunks, and Centrex-type services :

1. Group 1	\$23.95
2. Group 2	23.95
3. Group 3	23.95
4. Group 4	29.05
5. Group 5	29.75

B. The monthly rates stated preceding include an allowance per line for dialed sent paid.

1. Allowance	7.50
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**SECTION 5 - LOCAL SERVICES DESCRIPTIONS****5.4 Direct Inward Dialing (DID)****5.4.1 Rules and Regulations**

- A. Direct Inward Dialing ("DID") permits calls incoming to a PBX system or other Customer Premises Equipment (CPE) from the network to reach a specific station line number without the assistance of an attendant.
- B. DID is provided subject to the availability of facilities and may be furnished from the central office which regularly services the area in which the Customer is located or from a foreign central office equipped to provide DID service subject to the appropriate intra/interexchange rates.  
Customer is required to purchase at least one DID number block for each DID equipped trunk or trunk group, or DID-equipped channel or group. The Company reserves the right to limit the amount of DID numbers constituting a block of telephone numbers in a group.
- C. Blocks of a number group will be determined at the sole discretion of the Company. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine efficient telephone number utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the company may reassign the DID numbers.
- D. The Customer has no property rights to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to through any particular end office. The Company reserves the right to change such numbers assigned to the customer, whenever the Company deems it necessary to do so in the conduct of its business.

**SECTION 5 - LOCAL SERVICES DESCRIPTIONS****5.4 Direct Inward Dialing (DID), (Cont'd)****5.4.2 Rates and Charges****A. Direct Inward Dialing (DID) Charges**

1. Group of 20 Working or Reserved DID Numbers		
	Nonrecurring Charge	Monthly Rate
(a) Working Numbers	\$55.00	\$4.80
(b) Reserved Numbers	55.00	5.00
2. DID Trunk Termination in Central Office		
(a) Each Inward Only Trunk	50.00	35.00
(b) Each, Combination Trunk with Call Transfer	250.00	49.50

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**SECTION 5 - LOCAL SERVICES DESCRIPTIONS****5.2 Identified-Outward Dialing (IOD)****5.5.1 General**

- A. Identified-Outward Dialing (IOD) is furnished subject to the availability of facilities and telephone numbers.
- B. IOD Service provides for identification of outgoing toll messages and billing of toll calls by telephone number.
- C. The Customer's on-premises equipment must be arranged for IOD Service. IOD Service comes with a minimum contract period. In the event that the customer discontinues or reduces service prior to the expiration date of the contract, the basic termination charge shown below will be assessed, reduced proportionally for each full month of service provided.
- D. The operational characteristics of the interface signals between the Company's and the Customer's equipment must conform to the rules and regulations of the Company in order to maintain proper standards of service.
- E. The Company shall not be responsible to the Customer or user if changes in protection criteria, in any of the facilities, operations or procedures of the Company render any facilities of the Customer or user obsolete or otherwise affect the performance of those facilities.

**SECTION 5 - LOCAL SERVICES DESCRIPTIONS****5.5 Identified-Outward Dialing (IOD), (Cont'd)****5.5.2 Rates and Charges**

- A. The following rates and charges are in addition to the rates and charges of other service or facilities with which this service is associated. Basic Termination Charge applies to 36 months.
- B. Identified-Outward Dialing service for the first 10 trunks in a group, with a minimum charge for 10 trunks, including a data link. Basic Termination Charge applies to 36 months.

	<b>Installation Charge</b>	<b>Basic Monthly Rate</b>
(a) Charge	\$635.00	\$330.00
Identified-Outward-Dialing service for the 11 <sup>th</sup> trunk in a group through the 50 <sup>th</sup> trunk		
(a) Each trunk	63.00	31.50
Identified-Outward-Dialing service for the 51 <sup>st</sup> trunk and subsequent trunk in a group		
(a) Each trunk	25.50	7.60

**SECTION 5 - LOCAL SERVICES DESCRIPTIONS****5.6 ISDN Service****5.6.1 Primary Rate Interface (PRI Service)**

- A. Primary Rate ISDN is an intraLATA offering supported by the Integrated Services Digital Network (ISDN) architecture.
- B. PRI Service provides an ISDN based, DS1 access to the telecommunications network and includes the flexibility of integration of multiple voice and/or data transmission channels on the same line. The service will provide connectivity between ISDN compatible CPE and a serving central office. The basic channel structure for PRI Service is twenty-three 64 Kbps B-Channels and one 64 Kbps D-Channel. The customer has the option to activate up to 23 B-Channels on PRI arrangement and up to 24 channels on additional arrangements. The 23 B-Channels can be used to connect the customer's CPE to the Public Circuit Switched Network, e.g., outward, inward and 2-way network access.
- C. One Directory Listing will be furnished at no charge for each B-Channel. Additional listings can be obtained as specified in Section 6. of this tariff.
- D. PRI Service is provided within a LATA from wire centers where appropriate ISDN facilities are available as determined by the Company. Special Construction charges may apply.
- E. PRI Service Access Lines furnished between a serving wire center and a customer's premises will be offered at a non-distance sensitive rate per Access Line.
- F. Interoffice Channels furnished between central offices will be charged at rates based on airline distance between the central offices, except when a customer's normal serving central office is not equipped to provide PRI Service.

**5.6.2 Rates and Charges****A. ISDN-PRI Service**

	Nonrecurring Charge	Monthly Rate
1. PRI Access	\$2,000.00	\$140.00
2. PRI Interface		400.00
3. B Channel		110.00
4. Per Block of 20 Numbers		4.00

**SECTION 5 - LOCAL SERVICES DESCRIPTIONS****5.6 ISDN Service, (Cont'd.)****5.6.3 Basic Rate Interface (BRI Service)**

ISDN-BRI is offered under a Flat Rate Pricing Plan. BRI Service supports simultaneous transmission of voice, data, and packet services on the same exchange access line. BRI service provides Basic Rate Access to the network. Basic Rate Access consists of one or two 64 Kbps (B) channels and one 16 Kbps channel at the service delivery point. BRI is provided through Basic Rate Access. The "B" channels offer up to 64 Kbps intra-office transmission of voice or data. This option permits the Customer to utilize either circuit voice or data transmission paths on a per call selection basis. Transmission on the B channel will be circuit switched at 64 Kbps within the switch and/or equipped facilities between ISDN compatible central offices. ISDN interconnection to non-ISDN equipped central offices will be potentially subjected to analog transmission or sub-rate to 56 Kbps. This option includes one directory number. BRI Service is available where facilities permit.

**5.6.4 Rates and Charges****A. ISDN-BRI Service**

	Nonrecurring Charge	Monthly Rate
1. ISDN Access	\$1,000.00	55.00
2. B Channel (Maximum of 2)		15.00
3. On-Demand High Speed Packet		100.00
4. D Channel		
(a) Low Speed Packet as a single service		10.00
(b) Low Speed Packet with B Channel service		10.00

**B. Interoffice Channel<sup>1</sup>**

1. Fixed Monthly Rate	125.00	75.00
2. Each airline mile or fraction thereof		25.00

Note 1 : These rates apply to PRI and BRI ISDN.

## SECTION 5 - LOCAL SERVICES DESCRIPTIONS

### 5.8 Custom Calling Features

The services are available subject to network capability and facility availability.

#### 5.8.1 Feature Descriptions

- A. **Call Waiting:** Provides the user, busy on a call, with a private signal which alerts him to an unanswered call waiting to be completed to his number. The user may, then, hold the existing call, answer the incoming call and alternately talk to both calls until one has been terminated.
- B. **Three-Way Calling:** Permits an existing call to be held, and by dialing another telephone number, a second telephone call can be established and added to the connection.
- C. **Three-Way Calling with Transfer:** Allows a user to hold an in-progress call and complete a second call while maintaining privacy from the first call, and to add on a previously held call for a three-way conference.
- D. **Call Forwarding Variable:** Provides for transferring incoming calls to another telephone number by dialing a code and the telephone number of the service to which calls are to be transferred.
- E. **Call Forwarding Busy Line:** Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order.
- G. **Call Forwarding Don't Answer:** Provides for calls terminating to a user's idle directory number to be forwarded, after a customer selected interval, to another telephone number. The ringing interval before forwarding and the forward-to number are fixed by the service order.
- H. **Customer Control Call Forwarding Don't Answer:** Provides a customer the Call Forwarding Don't Answer feature and the capability to control from the base station line the activation and deactivation of the service by dialing codes.



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**SECTION 5 - LOCAL SERVICES DESCRIPTIONS****5.8 Custom Calling Features, (Cont'd.)****5.8.1 Feature Descriptions, (Cont'd.)**

- I. Speed Calling:** Provides for the calling of a 7 or 10 digit telephone number by dialing an abbreviated code. The arrangement available has a 6 and 20 or 8 and 30 capacity, depending on the serving facilities.
- J. Remote Access Call Forwarding Variable:** Provides a customer the Call Forwarding Variable feature and the capability to activate and deactivate the service remotely from any line/equipment capable of Touch-Tone signaling rather than only from the base station line. This feature does not require that a courtesy call be completed to the forward-to-telephone number.
- K. Call Return:** allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will re-dial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed.

The calling party's number will not be delivered or announced to the call recipient under any circumstances.
- L. Call Selector:** Allows a Customer to assign a maximum of 15 telephone numbers to a special list. The Customer will hear a distinctive ring when calls are received from telephone numbers on that list.
- M. Call Trace:** Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call to the specified telephone number can then be identified.

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**SECTION 5 - LOCAL SERVICES DESCRIPTIONS****5.10 Optional Calling Features, (Cont'd.)****5.10.1 Feature Descriptions, (Cont'd.)**

- N. Caller ID - Basic: Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.
- O. Caller ID - Deluxe: Permits the end-user to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. In some situations, the calling party's city and state may be displayed rather than a Directory Name, depending on available call data.
- P. Preferred Call Forwarding: Permits the end-user to automatically forward to another number calls received from up to six end-user pre-selected telephone numbers programmed into the features screening list. The end-user controls when the feature is active, the forward-to number and can add or remove calling numbers from the feature's screening list.

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**SECTION 5 - LOCAL SERVICES DESCRIPTIONS****5.10 Optional Calling Features, (Cont'd.)****5.10.1 Feature Descriptions, (Cont'd.)**

- Q.** Repeat Dialing: Permits the end-user to have calls automatically re-dialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing:
- Calls to 800 Service numbers
  - Calls to 900 Service numbers
  - Calls preceded by an interexchange carrier access code
  - International Direct Distance Dialed calls
  - Calls to Directory Assistance
  - Calls to 911
- R.** Star 98: Permits access to another service, such as voice mail, by dialing \*98. Call Forward Don't Answer is also required to utilize this service. Offered where facilities are available.

**SECTION 5 - LOCAL SERVICES DESCRIPTIONS****5.10 Optional Calling Features, (Cont'd.)****5.10.2 Rates and Charges**

		Monthly Rate
(a)	Call Waiting	\$7.00
(b)	Three-Way Calling	6.00
(c)	Three-Way Calling with Transfer	7.00
(d)	Call Forwarding Variable	5.50
(e)	Call Forwarding Busy Line	4.50
(f)	Call Forwarding Don't Answer	4.50
(g)	Customer Control Call Forwarding Don't Answer	8.00
(h)	Speed Calling (8 Code)	6.00
(i)	Speed Calling (30 Code)	6.50
(j)	Remote Access Call Forwarding Variable	10.00
(k)	Call Return, per line	6.50
(l)	Call Return, per activation	.90
(l)	Call Selector	5.50
(m)	Call Trace	7.00
(n)	Caller ID – Basic	11.00
(o)	Caller ID – Deluxe	11.00
(p)	Preferred Call Forwarding	6.00
(q)	Repeat Dialing, per line	6.00
	Repeat Dialing, per activation	.90
(r)	Star 98	2.00

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**SECTION 6 - DIRECTORY LISTINGS****6.1 Directory Listings****6.1.1 General**

Generally, a business listing consists of a name, or dual name, a designation descriptive of the subscriber's business if not self-explanatory, the address, and the business telephone number. The main listing is ordinarily the name of the individual, firm or corporation which contracts for the service or the name under which a business is regularly conducted.

**6.1.2 Business Designation****A. Firm Name**

1. The designation in a firm name business listing consists of a word or phrase, abbreviated where necessary, that describes the general character of the subscriber's business. A designation may be required when the name under which the subscriber is doing business is insufficient to indicate the nature of the business.

Example:

Lewis Co grocr 14 Madison .....234-5678

**SECTION 6 - DIRECTORY LISTINGS****6.1 Directory Listings, (Cont'd)****6.1.2 Business Designation, (Cont'd)****B. Personal Name**

1. The designation in a personal name business listing consists of a word or phrase, abbreviated where necessary, that describes the general character of the Customer's business. A designation may be required when the name under which the subscriber is doing business is insufficient to indicate the nature of the business. The listing of an individual, together with a title and the name of the business with which the individual is associated or represents, is not permitted.

Example:

Smith J G grocr 14 Madison .....234-5678

2. A designation that conveys the same meaning as a title, educational degree or suffix is not permitted.

Example:

Smith Joe DDS dntst

**6.1.3 Trade Name**

A trade name, the name of a commodity or service, will be included as part of a listing, when the Customer shows satisfactory evidence of authorization to do business under the requested name. In the case of listings for time/temperature/weather announcement services a generic listing will be accepted.

Examples which require proof of authorization are:

Smith Avon Distributors 123 Main .....555-1234  
 Jones Buick 2914 E 23<sup>rd</sup> .....329-5864  
 Any Flower Shop 710 Heather .....669-2121

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**SECTION 6 - DIRECTORY LISTINGS****6.2 Non-Published Service****6.2.1 General**

Non-published service means that the Customer's telephone number is not listed in the directory, nor does it appear in the Company's Directory Assistance Records.

**6.2.2 Regulations**

- A. This service is subject to the rules and regulations for E911 service, where applicable. The Company will complete calls to a non-published number only when the caller dials direct or gives the operator the number. No exceptions will be made, even if the caller says it is an emergency.
- B. When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published service.
- C. The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

**6.2.3 Rates and Charges****A. Non-Published**

	<b>Monthly Rate</b>
1. Each	\$4.00

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**SECTION 6 - DIRECTORY LISTINGS****6.3 Non-Listed Listing****6.3.1 General**

Non-listed listing means that the Customer's telephone number is not listed in the directory, but it does appear in the Company's Directory Assistance Records.

**6.3.2 Regulations**

- A. This service is subject to the rules and regulations for E911 service, where applicable.
- B. The Company will complete calls to a non-listed number.
- C. When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-listed service.
- D. The subscriber indemnifies and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed service or the disclosing of said number to any person.

**6.3.3 Rates and Charges****A. Non-Listed Listing**

	<b>Monthly Rate</b>
1. Each	\$1.30



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**SECTION 6 - DIRECTORY LISTINGS****6.4 Additional Listing****6.4.1 Business Additional Listing**

A. A business additional listing may be furnished in other names when, in the sole judgment of the Company, the Customer's service is not being shared or resold.

**B. Rate Application**

## 1. Business

**Monthly  
Rate**

(a) Each

\$2.10

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**SECTION 6 - DIRECTORY LISTINGS****6.5 Miscellaneous Listings****6.5.1 Foreign Listing**

- A. A listing in the alphabetical section of the directories outside the Customer's local exchange may be furnished. The listing is subject to the rates and regulations applicable to the published directory in which the listing is to appear.
- B. When in the sole judgment of the Company, in the case of service located in an exchange border area, a foreign listing is needed for better identification in order to facilitate the completion of calls, such listing may be provided without charge for the main listing only.

**C. Rate Application**

	<b>Monthly Rate</b>
1. Foreign Listing	
(a) Each	\$2.10
2. Foreign Cross Reference Listing	
(a) Each	2.10
3. Foreign Alternate Listing	
(a) Each	2.10

## SECTION 7 - OPERATOR SERVICES

### 7.1 Directory Assistance Service

#### 7.1.1 General

- A. The Company furnishes Directory Assistance service for the purpose of aiding customers in obtaining telephone numbers.
- B. When the Company receives a 411 dialed call and the caller provides a state, city and name, the Company will either:
  - 1. provide the listed and available telephone number(s) requested, or
  - 2. apprise the caller that the number(s) cannot be provided because the listing(s) is private (non-published), or not available in BellSouth's database.
- C. Directory Assistance does not provide telephone numbers associated with private (non-published) listings, but does furnish numbers for semi-private (non-listed) listings.

#### 7.1.2 Application of Rates, Exemptions and Call Allowances

- A. No charge applies for the first six (6) calls per billing period month requesting listing information for lines located within the state of Tennessee.
  - (a) This call allowance is not transferable between separate accounts, even for the same customer. A call allowance unused during the monthly billing period will not be credited for application to a Directory Assistance call made in a later billing period.
- B. Subscribers who have applied for and received Company certification that either the subscriber or a business employing disabled persons, from the line assigned to that individual. Usage will be monitored by the Company and is subject to review and investigation. Certification will be verified periodically. Confirmed, inappropriate use of this exemption could result in its removal.

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**SECTION 7 - OPERATOR SERVICES****7.1 Directory Assistance Service, (Cont'd)****7.1.3 Rates And Charges****A. Directory Assistance service - (maximum of two listing requests per call)**

- |  |        |
|--|--------|
| 1. Receipt of listings associated with lines located within the Local Calling Area or NPA/LATA serving area of the originating line              | Charge |
| (a) Per call   | \$ .59 |
| 2. Receipt of listings associated with lines located outside the NPA/LATA serving area of the originating line and within the state of Tennessee |        |
| (a) Per call   | .59    |
| 3. Receipt of listings associated with lines located outside the state of Tennessee  |        |
| (a) Per call   | .85    |

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**SECTION 7 - OPERATOR SERVICES****7.2 Operator Assisted Local Calls****7.2.1 General**

- A. When the caller requests operator assistance and the call is completed within the local calling area, a service charge will be applied.

**7.2.2 Application Of Charges**

- A. The appropriate service charge for local operator assistance will be applied to each completed call except
1. For emergency calls to agency type telephone numbers, such as to those agencies of the federal, state or local government which have the capability and legal authority to provide aid in emergency situations, and to any emergency medical number;
  2. When the caller identifies himself as being handicapped and unable to place the call due to his handicap; or
  3. When the caller advises he has had service trouble in reaching the terminating number
- B. The call may be billed to the originating individual line, local calling card number, third number, collect, or any other special Company-approved identification number.

**7.2.3 Service Charges**

- A. A service charge will be applied for each "completed" local operator assistance call as follows:

1. Station-to-Station	Charge
(a) Dial Calling Card	\$ .80
(b) Operator	2.25
2. Person-to-Person	
(a) Each	4.90

## SECTION 7 - OPERATOR SERVICES

### 7.3 Local Operator Verification/Interruption Service

#### 7.3.1 General

Verification Service provides operator assistance in determining if a called line is in use. Interruption Service provides for operator interruption of a conversation in progress on a called line. The customer may request these services for a charge, where facilities are available, by calling the "O" Operator.

#### 7.3.2 Application Of Charges

A. The charges following will apply to all requests except:

1. Emergency requests from official emergency agencies when the request is received on an agency line from agency personnel.
2. Emergency requests in which the caller identifies that the request is to
  - (a) an official public emergency agency,
  - (b) an emergency medical number, or
  - (c) privately endowed and operated suicide, drug, alcohol, or runaway crisis reporting center.
3. Requests in which the operator encounters a trouble condition or has reason to believe a trouble condition exists.

B. Verification: A charge applies each time the operator verifies a called line and hears voice

C. Interruption: A charge applies each time the operator interrupts a conversation that is in progress on the called line. The charge is for the interrupt service and does not depend on whether the called party agrees to release the line and accept the call.

D. If an operator both verifies the condition of the line and interrupts conversation on the same request, the interrupt charge only applies.

E. The charges for Verify/Interrupt service are in addition to any applicable message rates.

1. Local Operator Verification/Interruption Service (continued)

	Charge
(a) Verification Charge, per call	\$1.50
(b) Interruption Charge, per call	3.00

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**SECTION 8 - MESSAGE TELECOMMUNICATIONS SERVICE****8.1 Application**

This Section applies to Message Telecommunications Service (MTS) furnished or made available by the Company and its connecting companies, between two or more points which are located in the same Local Access and Transport Area (LATA) within the State of Tennessee where the respective rate centers of such points also are located in said State.

**8.2 General**

- A. Long distance message telecommunications service is that of furnishing facilities for communications between stations in different rate centers for either two-point or conference service.
- B. Rates for service between points are based on airline mileage between rate centers. In general, each point is designated as a rate center except that certain small towns or communities are assigned adjacent rate centers with which they are closely associated for communication purposes or by community of interest. Airline mileage between rate centers is determined as provided in 12.4.2 following.
- C. Customer or Other Common Carrier-provided terminal equipment or system may be used with facilities furnished to the customer by the Company for MTS.
- D. MTS is provided for use by the Customer and may be used by others when so authorized by the Customer. Use of the service is subject to regulations in Section 2., with the exception which restricts the use of service and prohibit payment to Customer by another for use the service.

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**SECTION 8 – MESSAGE TELECOMMUNICATIONS SERVICE****8.3 Two-Point Service****8.3.1 Service Between Land Wire Telephones****A. Classes of Service**

Service is offered on a Station-to-Station basis, as either Dial, Dial Calling Card, or Operator, or on a Person-to-Person basis. These four classes of calls are defined as follows:

**1. Person-to-Person Call:**

The Long Distance (MTS) service whereby the person originating the call specified to the Company operator a particular person to be reached, or a particular station, department, or office to be reached through a PBX, ESSX-1 or Centrex attendant.

**2. Station-to-Station Call:**

The Long Distance (MTS) service where the person originating the call dials the telephone number desired or gives to the Company operator or gives to the communications assistant at the Tennessee Relay Center the telephone number of the desired station.

Three classes of Station-to-Station service are offered as follows.

(a) "Dial" is that Station-to-Station service in which a call is:

- I. dialed by the customer,
- II. billed to the originating number,
- III. not originated from a pay telephone, and



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**SECTION 8 – MESSAGE TELECOMMUNICATIONS SERVICE**

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**8.3 Two-Point Service, (Cont'd)****8.3.1 Service Between Land Wire Telephones, (Cont'd)****B. Basic Rate Schedule (Day Rate Period)****1. Rate Mileage**

		<b>INITIAL MINUTE</b>	<b>EACH ADD'L MINUTE</b>
(a)	1-10 miles	\$ .10	\$ .10
(b)	11-16 miles	\$ .10	\$ .10
(c)	17-22 miles	\$ .15	\$ .15
(d)	23-30 miles	\$ .15	\$ .15
(e)	31-40 miles	\$ .18	\$ .19
(f)	41-55 miles	\$ .19	\$ .19
(g)	56-70 miles	\$ .21	\$ .21
(h)	71-85 miles	\$ .21	\$ .21
(i)	86-100 miles	\$ .21	\$ .21
(j)	100 + miles	\$ .21	\$ .21

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**SECTION 8 - MESSAGE TELECOMMUNICATIONS SERVICE****8.3 Two-Point Service, (Cont'd)****8.3.1 Service Between Land Wire Telephones (Cont'd)****B. Basic Rate Schedule (Day Rate Period) (Cont'd)****2. Service charges**

- (a) The following charges are in addition to the Basic Rate Table preceding when the call is placed using the following operator services:

**I. Station-to-Station****NONRECURRING  
CHARGE****(i) Dial Calling Card****\$ .70****(ii) Operator****1.50****(iii) Person-to-Person****3.00**

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**SECTION 8 - MESSAGE TELECOMMUNICATIONS SERVICE****8.3 Two-Point Service, (Cont'd)****8.3.1 Service Between Land Wire Telephones (Cont'd)****B. Basic Rate Schedule (Day Rate Period) (Cont'd)****3. Basic Rate Schedule (Day Rate Period) (continued)****(a) Rates Periods and Rate Discounts**

I. Rate periods and rate discounts are described in the table following.

	<b>Rates and Applicable Periods</b>						
	<b>Mon.</b>	<b>Tues.</b>	<b>Wed.</b>	<b>Thur.</b>	<b>Fri.</b>	<b>Sat.</b>	<b>Sun.</b>
8:00 AM to 5:00 PM <sup>1</sup>	Full Rate	Full Rate	Full Rate	Full Rate	Full Rate	53% Disc.	53% Disc.
5:00 PM to 11:00 PM <sup>1</sup>	30% Disc.	30% Disc.	30% Disc.	30% Disc.	30% Disc.	53% Disc.	30% Disc.
11:00 PM to 8:00 AM <sup>1</sup>	53% Disc.	53% Disc.	53% Disc.	53% Disc.	53% Disc.	53% Disc.	53% Disc.

Day Rate Period = Full Rate

Evening Rate Period = 30% Discount

Night and Weekend Rate Period = 53% Discount

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**SECTION 8 - MESSAGE TELECOMMUNICATIONS SERVICE****8.3 Two-Point Service, (Cont'd)****8.3.2 Determination of Airline Mileage**

A. To determine the rate distance between any two rate centers proceed as follows:

1. Obtain the V and H coordinates for each rate center.
2. Obtain the difference between the V coordinates of the two rate centers. Obtain the difference between the H coordinates.<sup>1</sup>
3. Divide each of the differences obtained in 2. by three, rounding each quotient to the nearer integer.
4. Square these two integers and add the two squares. If the sum of the squares is greater than 1777, divide the integers obtained in 3. by three and repeat step 4. Repeat this process until the sum of the squares obtained in 4. is less than 1778.
5. The number of successive divisions by three in steps 3. and 4. determines the value of N. Multiply the final sum of the two squares obtained in step 4. by the multiplier specified in the following table for the value of N preceding.

N	Multiplier	Minimum Rate Mileage
1	0.9	-
2	8.1	41
3	72.9	121
4	656.1	361
5	5,904.9	1,081
6	53,144.1	3,241

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**SECTION 8 - MESSAGE TELECOMMUNICATIONS SERVICE****8.3 Two-Point Service, (Cont'd)****8.3.2 Determination of Airline Mileage (Cont'd)**

6. Obtain square root of product in 5. and with any resulting fraction, round up to next higher integer. This is the message rate mileage except that when the mileage so obtained is less than the minimum rate mileage shown in 5. preceding, the minimum rate mileage corresponding to the N value is applicable.

**(a) EXAMPLE:**

The message rate difference is required between Nashville, Tennessee and \_\_\_\_\_  
Tullahoma, Tennessee

	V	H
I. Nashville	7010	2710
Tullahoma	7115	2539
II. Difference	105	171
III. Dividing each difference by 3 and rounding to nearer integer = 35 and 57.		
IV. Squaring integers and adding,	35 x 35 = 1225	
	57 x 57 = 3249	
Sum of squared integers		4474
V. Sum of integers is greater than 1777 so divide integers in (3) by three and repeat (4).		
i. Dividing integers in (3) by three and rounding = 12 and 19.		
VII. Squaring integers and adding,	12 x 12 = 144	
	19 x 19 = 361	
Sum of squared integers		505
VIII. The sum of the squared integers is less than 1778 and was obtained after two successive divisions by three, therefore "N" = 2.		
IX. Multiply final sum of squared integers by factor 8.1 (corresponding to "N" = 2)	505	
	x 8.1	
	4090.5	
X. Square root of 4090.5 = 63 and a fraction which is rounded up to 64 miles (fractional miles being considered full miles). The 64 miles is larger than the minimum of 41 rate miles applicable when "N" = 2, so the message rate mileage is 64 miles.		

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**SECTION 8 - MESSAGE TELECOMMUNICATIONS SERVICE****8.4 Operator Verification/Interruption Service****8.4.1 General**

Intra-LATA Verification Service provides operator assistance in determining if a called line is in use. Intra-LATA Interruption Service provides for operator interruption of a conversation in progress on a called line. The customer may request these intra-LATA long distance services for a charge, where facilities are available, by calling the "0" operator.

**8.4.2 Application of Rates and Charges**

**A.** These charges specified in 8.4.3 will apply to all requests except:

1. Emergency requests from official agencies when the request is received on an agency line from agency personnel.
2. Emergency requests in which the caller identifies that the request is to
  - (a) an official public emergency agency;
  - (b) an emergency medical number; or
  - (c) a privately endowed and operated suicide, drug, alcohol, or runaway crisis reporting center.
3. Request in which the operator encounters a trouble condition or has reason to believe a trouble condition exists.

**B.** If an operator both verifies the condition of the line and interrupts conversation on the same request, the interrupt charge only applies.

**C.** The charges for Intra-LATA Verify/Interrupt Service are in addition to any applicable messages rates.

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**SECTION 8 - MESSAGE TELECOMMUNICATIONS SERVICE****8.4 Operator Verification/Interruption Service, (Cont'd)****8.4.3 Service Charges****A. Verification**

1. A charge applies each time the operator verifies a called line and hears voice communication

Charge

- (a) Each verification

\$1.50

**B. Interruption**

1. A charge applies each time the operator interrupts a conversation that is in progress on the called line. The charge is for both the verify and interrupt service and does not depend on whether the called party agrees to release the line and accept the call.

- (a) Each interruption

3.00

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**SECTION 9 - SPECIAL ARRANGEMENTS**

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**9.1 Special Construction****9.1.1 Basis for Charges**

Where the Company furnishes a facility or service requiring special construction and for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include:

1. non-recurring type charges;
2. recurring type charges;
3. termination liabilities; or
4. combinations thereof.

**9.1.2 Termination Liability**

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the customer.

- A. The termination liability period is the estimated service life of the facility provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts for:
  1. Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
    - (a) equipment and materials provided or used,
    - (b) engineering, labor and supervision,
    - (c) transportation, and
    - (d) rights-of-way;
  2. license preparation, processing, and related fees;
  3. tariff preparation, processing, and related fees;
  4. cost of removal and restoration, where appropriate; and
  5. any other identifiable costs related to the specially constructed or rearranged facilities.



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**SECTION 10 - SPECIAL ARRANGEMENTS****10.1 Individual Case Basis (ICB) Arrangements**

- A. Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff.
- B. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis in accordance with Authority Rule 1220.4-8-.07(3).

**10.2 Contracts**

- A. The Company may provide any of the services offered under this tariff, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances in accordance with Authority Rule 1220.4-8-.07(3). Rates in other sections of this tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.
- B. Services provided under contract are not eligible for any promotional offerings which may be offered by the Company from time to time.

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**SECTION 11 - PROMOTIONAL OFFERINGS**

**11.1 Special Promotions**

- A. The Carrier may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days) designed to attract new subscribers or to increase subscriber awareness of a particular tariff offering.
- B. Requests for promotional offerings will be presented to the Tennessee Regulatory Authority for its review in accordance with rules and regulations established by the Tennessee Regulatory Authority, and will be included in the Carrier's tariff as an addendum to the Carrier's price lists.